

# The Solicitors' Journal.

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## CONTENTS.

CURRENT TOPICS	365
EXTRAORDINARY TRAFFIC ON HIGHWAYS	367
THE CONVEYANCING BILL	368
CORRESPONDENCE	369
CASES OF THE WEEK:—	
Ex parte Burden	370
Ex parte Dann	370
In re Farrar	371
Ryan v. Terry	371
Re Union Bank of Kingston-upon-Hull	371
In re Carter	372
Redgrave v. Hard	372
Redhall v. Maitland	372
Bruce v. Bruce and Laing	373
CASES BEFORE THE BANKRUPTCY REGISTRARS:—	
Ex parte Barker and another, Re Rogers	373
SOCIETIES	374
LEGAL APPOINTMENTS	375
COMPANIES	377
CREDITORS' CLAIMS	376
LEGISLATION OF THE WEEK	377
COURT PAPERS	377
LONDON GAZETTE, &c., &c.	379

## CASES REPORTED IN THE WEEKLY REPORTER.

Allard, Ex parte. In re Simons (App.)	406
Attorney-General, The, v. The Edison Telephone Company of London (Ex. Div.)	428
Band v. Daves (Ch. Div. V.C.M.)	416
Carver's Trusts, In re (App.)	405
Charlton v. Charlton (App.)	406
Child & Co. v. Thorley (Ch. Div. V.C.M.)	417
Clarke v. Chamberlin (Ch. Div. V.C.M.)	415
Dalrymple v. Hall (Ch. Div. V.C.H.)	421
Griffin, Ex parte. Ex parte Newton. In re Bunyard (App.)	407
Harvey (otherwise Farnie) v. Farnie (App.)	409
Kit Hill Tunnel (Limited), In re The. Ex parte Williams (Ch. Div. V.C.B.)	419
Liddell v. McDougal (App.)	403
Manzoni v. Douglas (C.P. Div.)	425
McCollin v. Gilpin (App.)	408
Peters v. Lewes and East Grinstead Railway Company (Ch. Div. V.C.H.)	422
Popkin, In re (Lan.)	403
Radcliffe, In re. Pearce v. Radcliffe (Ch. Div. V.C.B.)	429
Sanders v. Sanders (Ch. Div. V.C.M.)	413
Simmons v. Mitchell (P.C.)	401
Smith v. Day (Ch. Div. Fry, J.)	424
Watson and another v. The Great Western Railway Company (C.P. Div.)	427
Wilnott v. Young (Ch. Div. M.R.)	413
Wolstenholme, In re. Marshall v. Aislewood (Ch. Div. V.C.M.)	414

## CURRENT TOPICS.

WE ARE ENABLED TO STATE that, acting on the advice of his medical attendant, Vice-Chancellor MALINS has it in contemplation to resign his office.

WE PRINT elsewhere an order of transfer of thirty causes from the list of the Master of the Rolls to that of Vice-Chancellor BACON. None of the causes will be placed in the paper for hearing before Tuesday next, except by the written consent of all parties.

THE APPOINTMENT of Mr. L. W. CAVE, Q.C., to the vacant judgeship must be pronounced in every way satisfactory. The new judge has long been known as a learned, able, and clear-headed lawyer; and he is, happily, young enough to make a career on the bench.

IT IS WORTHY OF OBSERVATION, as a sign of the times, that during the last month we have chronicled the appointment as magistrates, in different parts of the country, of four gentlemen who are, or recently were, practising solicitors.

"A SOLICITOR," writing to a daily paper, states that in 'Stubbs' List' of Bills of Sale last week there were three hundred and eighty-two registered bills of sale in England for securing amounts not exceeding twenty pounds in each case. If this is true, it reveals a state of things which calls for the attention of the Legislature.

THE BILL to amend the law relating to leases, just introduced into the House of Commons by Mr. DAVEY, Q.C., is by far the most satisfactory of the measures brought into that House during recent sessions with the same object. The leading clause is adapted from Lord CAIRNS' Bill, with alterations in which we trace the handiwork of an esteemed correspondent who addressed a letter to us on the subject last year. It is proposed to be provided that "Where a lessor is proceeding, by action or otherwise, to enforce a right of re-entry or forfeiture under any proviso or stipulation in a lease for the breach of any covenant or condition in the lease, or has within the last two preceding months re-entered under any such right without action, the lessee may, either in the lessor's action, if any, or in any action brought by himself, apply to the court for relief, and the court may grant or refuse relief as the court, having regard to the proceedings and conduct of the parties, and to all the other circumstances, thinks fit; and in case of relief may grant it on such terms, if any, as to costs, expenses, damages, compensation, penalty, or other matters relative to the breach, or to any subsequent like or other breach, as the court, in the circumstances of each case, thinks fit. Provided that the costs of the action shall be payable on the same principle as if the application for relief were an action for the redemption of a mortgage."

IT IS TOO SOON YET to speak with certainty as to the working of the new arrangements for the conduct of business in the Queen's Bench Division, but in certain respects it is tolerably obvious that advantage is gained. One of the most mischievous of the old arrangements was that by which the hearing of the new trial paper was, in most cases, postponed till after motions. Motions always constituted a most uncertain element defying all calculation, and the result was that often little or no progress was made with the new trial paper during the whole of one sitting. Now, at any rate on four days of the week, a divisional court will take the new trial paper alone, and on the other two days after motions. This is a very great improvement. Another advantage will be with regard to the hearing of motions. Whereas motions formerly could only be heard in the particular division in which the action or proceeding to which they related was brought, all motions can now be heard on any day upon which motions are taken. This will render it much more easy for those concerned to arrange for the bringing on of motions. Instead of having to wait, as heretofore, for one of the two days in the week upon which motions were heard in the particular division, they can bring on their motion on any day in the week. Again, now that all the judges are available for all the business, instead of the business being broken up into

parts among the different divisions, it is obvious that there will be a much greater economy of the judicial strength, which can be applied from time to time to different classes of business as the state of the different lists may render it desirable. If there is a block in any particular class of business, as, for instance, in the new trial paper, while the special paper is well in hand, two divisional courts can be set to work to reduce the new trial paper to reasonable dimensions; whereas formerly, however great the arrears, or of however long standing in one division in respect of any particular class of business, practically the judges of the other divisions were unavailable for the purpose of clearing them off.

AS WE POINTED OUT when the question was first raised, the effect of the Parliamentary Oaths Act, 1866 (29 Vict. c. 19), as read with the Promissory Oaths Act, 1868 (31 & 32 Vict. c. 75), s. 8, is that Mr. BRADLAUGH's seat in the House of Commons became vacated as if he were dead as soon as he had sat without taking the proper Parliamentary oath, and Mr. BRADLAUGH further became subject to a penalty of five hundred pounds, to be recovered by action in any division of the High Court, for every time he has sat since his election. This is the result of Mr. Justice MATHEW's judgment, and although two appeals will, no doubt, be taken—to the Court of Appeal and the House of Lords—it may be predicted with confidence that they will be unsuccessful. The issue of the writ for Northampton, however, will properly be postponed until the House of Lords has formally decided the point of law; and, indeed, the House of Commons in admitting Mr. BRADLAUGH, "subject to any liability imposed by statute," appears to have recognized the principle that the ultimate determination of Mr. BRADLAUGH's right to sit rested with the courts of law alone, whose function it is to apply and construe every statute, whether it deals with the internal constitution of the House of Commons or not. But it is plain that questions of the gravest character may remain to be decided by the House of Commons. For instance, ought or ought not a question of membership of the House of Commons to come before the House of Lords? For this there is, we believe, no precedent. Election petition questions and revising barristers' questions are, by the wording of the appeal clauses of the statutes which regulate them, excluded from consideration by the House of Lords. Again, ought or ought not an Indemnity Bill to be passed? For such a Bill the precedents are very numerous. Perhaps the most recent (anterior to the "private Act not printed," whereby in 1880, Lord BYRON and Lord PLUNKET were relieved from "certain disabilities and penalties" in consequence of having sat and voted in the House of Peers without being duly qualified by making and subscribing the oath prescribed by law) is the Larceny Advertisements Act, 1870 (33 & 34 Vict. c. 65), by section 4 of which actions brought before the passing of the Act were permitted to be stayed upon payment by the defendant of the plaintiff's costs out of pocket." This section only follows a "common form," as may be seen from *Grant v. Ridley* (5 M. & G. 201). There the plaintiff had recovered penalties to the amount of £21,500. The defendant sought the aid of the court unsuccessfully, but of Parliament successfully (see 6 & 7 Vict. c. 2), to get this burden shaken off. As for plaintiffs in this kind of action, they cannot even "compound" without leave of the court, and prior to the abolition of the pillory at the commencement of the present reign, the punishment for unauthorized compounding of these actions was, by 18 Eliz. c. 5, that they should "stande on the pillorye in some markett towne next adjoininge where the offence should be comytted, and there remayne by the space of two howres."

WE DEEPLY REGRET to announce that we were wrong in the opinion we ventured to express some time ago, that Mr. Commissioner KERR, having got a new enemy would

forget his old one. He has abandoned the working man and returned to the solicitors. On Tuesday last, in the course of the hearing of a claim for preparing a bill of costs for a solicitor, the Commissioner is reported to have made the following intelligent and courteous observations:—"This is a new industry. In the olden times solicitors used to make out their own bills of costs, but I see from the advertisements which appear in the newspapers and from this case that they now put the papers into the hands of men outside the office with instructions to make as big a bill of costs as possible, and as an inducement they pay a per-centage on the amount recovered. I do not wonder at the public complaining of bills of costs. Not only is there the solicitor making as many costs as possible, but there is a man behind him assisting him to the same end. I think the public should know, now that the question of costs is coming before them, that these things are done." Perhaps the Commissioner will inform the public what a solicitor who happens to have no bill clerk at the time, and has a press of work in his office, is to do when he is obliged to make out several heavy bills of costs? Unless he freely forgives his clients their debts, he must obtain outside assistance. And if he does so, must he put a premium on idleness by paying his assistant by the day? If not, how is he to compensate him? To do so by the length of the bill or the untaxed amount of it would be absurd. Who but the Commissioner can see any harm in paying him by a commission on the amount decided by the taxing-master to be justly due upon the bill?

IN SCOTLAND the legal profession possesses a distinct advantage in being definitely organized, so that when it acts at all, it can act with corporate unanimity. In the first place, the judges of the superior courts, in their time-honoured capacity of "Senators of the College of Justice," constitute a collective body such as is only suggested in our own "Supreme Court of Judicature." Then, the Faculty of Advocates form another corporation, organized on a democratic basis, with not a few administrative duties to perform, and having a recognized head. As owners and managers of the greatest public library north of the Tweed, also as managers of a Widows and Orphans Fund, and as electing their own dean by popular vote, the advocates are self-governing to a far greater degree than are the members of the Inns of Court. The solicitors, too—or rather the majority of those who correspond to our solicitors—are banded together at least as strongly as in England. The superior grade, who do all the work of conveyancing, and append to their names the mystic letters "W.S.," are a corporation possessing a library second only to that of the advocates. The solicitors proper, who use the initials "S.S.C.," are likewise a powerful society, accustomed to meet and act together. Thus it is that when an important measure of legal change, like the Court of Session Bill, is brought before Parliament, the entire profession, in its several branches, is able to make its opinions known and to agitate with effect. A resolution deliberately arrived at by the Faculty of Advocates, after a reference to a committee, and delivered through the mouth of its dean (who is not a Government officer), deserves far more respect than the results of such meetings as that recently held in the Inner Temple Hall.

The Lord Chancellor will preside at the eighth annual general meeting of the Barristers' Benevolent Association, which will be held in the Middle Temple Hall, on Wednesday, the 30th inst., at half-past four o'clock.

Lord Chief Justice May was thrown, by the sudden starting of his horse while he was in the act of mounting it, on Saturday, at Sandymount, Dublin, and broke his collar-bone. He is progressing favourably.

## EXTRAORDINARY TRAFFIC ON HIGHWAYS.

THE provisions of the Highways and Locomotives Act, 1878 (41 & 42 Vict. c. 77), s. 23, give rise to questions of a class which are always very difficult, whether they arise upon the construction of a statute or with regard to the doctrines of the common law. The question how far the meaning of such terms as "reasonable," "extraordinary," and such like are matter of law, and how far they are matter of fact, is always extremely difficult. The section enacts that "when by the certificate of their surveyor it appears to the highway authority that, having regard to the average expense of repairing highways in the neighbourhood, extraordinary expenses have been incurred by such authority in repairing such highway, by reason of the damage caused by excessive weight passing along the same, or extraordinary traffic thereon, such authority may recover in a summary manner from any person by whose order such weight or traffic has been conducted the amount of such expenses as may be proved to the satisfaction of the court having cognizance of the case to have been incurred by such authority by reason of the damage arising from such weight or traffic as aforesaid." This enactment seems at first sight straightforward enough, but, like many enactments the language of which seems plain and easy, great difficulty arises in the application of it. "Extraordinary traffic" is a very difficult matter to define. The elements that constitute extraordinariness are very diverse. It is clear that some legal limitation must be put upon the meaning of the word with relation to the subject-matter of the enactment. A man might drive a wagon-load of monkeys along the road. That, in one sense, would be extraordinary traffic, but the fact that the freight of the wagon was monkeys, obviously makes no difference *per se* having regard to the subject-matter and purview of the section. Two cases have already been decided on the section, which we have previously briefly discussed, but which deserve a fuller treatment.

In *Lucas v. Lord Aveland* (L. R. 5 C. P. D. 211), the question arose whether expenses incurred in repairing damage occasioned by the passage of a traction-engine drawing two wagons for the carriage of materials and goods used for ordinary purposes on the appellant's estate, were recoverable under the Act. It was proved that the combined weight of the traction-engine and wagons when coaled and loaded exceeded twenty-four tons, but the weight of the engine was less than that allowed by the 28th section of the Act. It was contended for the appellant that the weight could not be regarded as "excessive weight" within the 23rd section, because the weight was less than that allowed by the Act, and that the traffic was not "extraordinary traffic," because the engine and wagons were used for the carriage of goods and materials used for ordinary purposes on the appellant's estate. The court decided against these contentions. It seems obvious that there was not much in the contention that the weight was not excessive because the Act did not forbid the use of an engine of the weight in question. It is obvious that there are weights so excessive that it may be desirable to forbid them altogether in the interests of the public, but it does not follow that persons who use engines of less weight, but still of excessive weight, ought not to pay for any damage occasioned to the highway. The other contention—viz., that this was not extraordinary traffic—does not, at first sight, seem material, as the words are in the disjunctive. But the appellant's contention seems to have been that "extraordinary traffic" must mean traffic for some extraordinary or unusual purpose, having regard to the ordinary use of the roads—as, for instance, if a man had an agricultural show on his ground, or constructed some gigantic and unusual building, and, in consequence, brought over the roads unusual traffic. With regard to

this question, Grove, J., said that extraordinary traffic did not mean what the counsel for the appellant contended—*e.g.*, some extraordinary quantity of traffic caused by the carriage of materials for the building of a mansion, but that the expressions "weight" and "traffic" were used with reference to the road itself, weight and traffic which are abnormal beyond the ordinary traffic on the road. We confess that we have some difficulty in apprehending the exact effect of the language which the learned judge is reported to have used, and we are much puzzled to know what the elements and limits of the extraordinariness contemplated by the section may be.

The other case to which we refer is *Wallington v. Hoskins* (29 W. R. 84; L. R. 6 Q. B. D. 206). It would rather seem from that case that you cannot consider the question of "excessive weight" apart from that of "extraordinary traffic." There the appellant was the owner and occupier of stone quarries in the district, and stone was conveyed in heavy loads over the highways, so as to make the cost of repairing them much larger than if they had been subject to ordinary agricultural traffic; but it was found that the stone traffic was a recognized business in the neighbourhood, and the wagon-loads of the usual weight in such traffic. The justices found on these facts that the traffic was not extraordinary; secondly, that the weights were excessive; and, thirdly, that the expenses were extraordinary; and, consequently, decided against the appellant. The court, on appeal, held that the first finding was right, and that on this finding the appellant ought to succeed. It would seem to follow from this that the weight cannot be excessive if the traffic is not extraordinary—*i.e.*, if the weights are what are usual in the ordinary use of the road. The converse does not follow—viz., that because the weight is not excessive the traffic is not extraordinary.

It seems to us obvious that the decision of the justices in this case, if allowed to stand, would have given rise to great difficulties, though it does not seem to us to have involved an absurdity. It is conceivable that in one sense of the term the weights may be excessive though the traffic is not extraordinary. The justices may think that the persons who carry on the stone trade in the district are in the habit of using too heavy wagons, and it would be reasonable that they should use more waggons of less weight or else pay for the damage done. But it is clear that such a construction would have involved most difficult and uncertain questions—an inquiry in relation to all sorts of traffic, whether the weight of the vehicles used in the particular traffic is reasonable, and so forth. There is the possibility, as it is, of considerable hardship to such persons as own properties in relation to which the heavier traffic is carried on. Mines and quarries and such like properties are rated to the highway rate in proportion to their rateable value. The rest of the parish derives an increased rate from the very traffic in respect of which they seek to recover the damage done, and probably benefit from it in other ways. At the same time we have some difficulty with regard to the logical result of the two cases we have referred to. Suppose all the quarry owners in the district had taken to using vehicles for carrying their stone as heavy as that in *Lord Aveland v. Lucas*, it would seem to follow from *Wallington v. Hoskins* that, as this would not be extraordinary traffic, it would not be excessive weight. We do not think that we misrepresent the judgment in *Wallington v. Hoskins*. The Chief Justice there says, "It seems to me that the moment the justices have found this is an ordinary and recognized industry of the place, and that it is carried on in the ordinary and recognized mode in which such industry is carried on, the weights are no longer excessive." Perhaps, however, the question we suggest is rather speculative, because generally the usual sort of vehicles in which the ordinary and recognized business of a place is carried on will not be of such excessive weight as to cause much



hardship to the ratepayers liable to the repair of the roads.

A nice question may, and probably will, arise in future—viz., whether merely greater frequency in the use of a road than usual may amount to extraordinary traffic. The ratepayers in a parish principally rural or residential, who only occasionally use the roads with one or two vehicles, may urge that one person who owns a mine in the parish and has a constant succession of carts going along the roads with the produce thereof, is using the road for extraordinary traffic within the section. We foresee great difficulties in deciding such a case as a matter of law. If greater frequency of use can constitute extraordinary traffic, then how much greater frequency? It is a mere matter of degree. A large tradesman who has many carts always driving about on business, or an omnibus proprietor, uses the road much more than a private gentleman with his carriage. A mine owner who uses the roads with a constant string of coal carts uses them more frequently than the tradesman or the omnibus proprietor. Where is the line to be drawn?

## THE CONVEYANCING BILL.

### IV.—AS TO MORTGAGES AND TRUSTS.

AMONG the powers given to a mortgagee by clause 23 of the Bill, if and so far as a contrary intention is not expressed in the mortgage deed, and which he is to have "to the like extent as if they had been in terms conferred by the mortgage deed," is "a power, when the mortgage money has become due, to appoint a receiver of the income of the mortgaged property or of any part thereof." Clause 28, which defines the powers and duties of the receiver, provides, however, that "a mortgagee entitled to appoint a receiver under the power in that behalf conferred by this Act, shall not appoint a receiver until he has become entitled to sell under the power of sale conferred by this Act." Now, the power conferred by the Act (clause 23) is to sell "when the mortgage money has become due," but the power is not to be exercised (clause 24) unless and until one of the three events therein mentioned has happened. Surely this is very cumbersome drafting. Why not in clause 23 confer at once a power, when the mortgagee is entitled to sell, to appoint a receiver? The provisions of clause 28 as to the powers and duties of the receiver follow in general the provisions of the ordinary modern receivership clauses, and many of the provisions of the clause are transplanted, with modifications, from Lord Cranworth's Act, but that Act provides that a mortgagee may, after one year from the time at which the principal money has become payable, appoint, or obtain the appointment of, a receiver; and this provision has been thought, as Mr. Davidson says, to be unduly stringent on the mortgagor, in subjecting him to the liability of having a receiver appointed if the mortgage money remains owing for a year beyond the stipulated time, although there is no real default. The effect of the provisions of the present Bill is to enable the receiver to be appointed only on default.

Clauses 30—33 relate to an attempt to provide short statutory forms of mortgage, transfer, and re-conveyance. The form of statutory mortgage given in the schedule is contained in about nine lines, but it might easily be cut down still further, and with advantage to clearness and propriety of expression. "This Indenture, made by way of statutory mortgage," ought clearly to be, "This Indenture of statutory mortgage made," &c. Why should A. convey "as mortgagor and as beneficial owner"? Why should the principal sum of £ be further described "as the mortgage money"? In this deed there are to be implied covenants for payment of the mortgage money and interest, and a proviso for redemption. Forms of statutory transfer are also given, in each of which by virtue of the statute

something is to be implied which is not expressed, but in the form of statutory re-conveyance (so far as appears) nothing is to be implied which would not be equally implied after the passing of the statute in an ordinary deed of re-conveyance. All that is said is (clause 33) that "a re-conveyance of a statutory mortgage may be made by a deed expressed to be made by way of statutory re-conveyance of mortgage." If this means that a re-conveyance of a statutory mortgage can only be made in this form, then extreme inconvenience will ensue, for re-conveyance by indorsement will cease; the form provided being only for re-conveyance by separate deed. If the form given is not to be the only form of re-conveyance of a statutory mortgage, then what possible advantage will the mortgagor derive from the use of the statutory form? Any solicitor could prepare him a shorter indorsed deed. When there are no special statutory incidents to be annexed by a reference to the statute, what can be the object of commencing "This Indenture, made by way of statutory re-conveyance of mortgage." *Quære*, does the draftsman think it is the "mortgage" which is re-conveyed or the mortgaged estate?

Clause 34, which is to apply only in cases of death after the commencement of the Act, proposes to extend and make more workable section 4 of the Vendor and Purchaser Act, 1874 (which is to be repealed). It is provided that where an estate of inheritance in any hereditaments is vested on any trust in any person solely, "the same shall, on his death, notwithstanding any testamentary disposition, devolve to and become vested in his personal representatives from time to time, in like manner as if the same were a chattel real vesting in them or him, . . . and, for the purposes of this section, the personal representatives for the time being of the deceased shall be deemed in law his heirs and assigns, within the meaning of all trusts and powers." The new provision, it will be observed, is compulsory as regards all cases of death since the Act. It does not appear whether the provision is, or is not, to be applicable to the estate of a mortgagee in copyholds to which he has been admitted.

With regard to trustees and executors some useful little amendments of the law are proposed. In the first place, a power of appointing new trustees is provided, following that in Lord Cranworth's Act, but supplying the omission of the remaining out of the United Kingdom for more than twelve months in the statement of the grounds for appointing a new trustee; also providing that on an appointment of new trustees, the number of trustees may be increased or reduced, and other small amendments.

The next clause repairs a flaw in that part of section 27 of Lord Cranworth's Act which provides that every trustee appointed by the court shall have the same powers, authorities, directions, &c., as if he had been originally nominated a trustee by the instrument creating the trust. The new clause (36) provides that every trustee appointed by the court shall, "as well before as after the trust property becomes vested in him," have the same powers, &c.

The next clause is intended to dispense with the conveyance of trust estates to new trustees. It is provided that "where a deed by which a new trustee is appointed to perform any trust contains a declaration by the appointor to the effect that any estate or interest in any land subject to the trust, &c., shall vest in the persons who by virtue of the deed become and are the trustees for performing the trust, that declaration shall, without any re-conveyance or assignment, operate to vest in those persons, as joint tenants and for the purposes of the trust, that estate, interest," &c. The case of the legal estate in copyholds is excepted from the clause.

The next provision (clause 38) renders unnecessary the insertion of the clause as to trustees for sale selling subject to special conditions, &c.; and clause 39 extends the receipt clause in Lord Cranworth's Act to



receipts for any money, "securities, or other personal property or effects payable, transferable, or deliverable," &c. Clause 40 relates to the power of executors or trustees to compound debts, &c., and clause 41 enables a power or trust vested in two or more executors or trustees to be exercised by the survivor or survivors of them unless a contrary intention is expressed in the instrument creating the trust.

## CORRESPONDENCE.

### SECOND MORTGAGES.

[To the Editor of the Solicitors' Journal.]

Sir,—"Second mortgages" form so important a branch of a conveyancing solicitor's business that I think I am not needlessly trespassing on your space in calling attention to the decision of Mr. Justice Fry in a case of *Cockburn v. Edwards*, reported 29 W. R. 136.

The facts of this case were, shortly, that in 1872 A. purchases a house for £600, obtains a first mortgage of £450, and to complete the purchase an additional sum of £50, from his solicitor, B., who takes a second mortgage to secure this amount. This second mortgage contains no clause requiring notice to be given before exercising the power of sale. Matters continue in *status quo* for six years, the interest, no doubt, on both mortgages being paid. On the 24th of December, 1877, B. informs A. that he has an offer of £630 for the house, and as he wants his money, states that he shall sell at that rate if A. will not do so. On the 29th of December, without further notice to A., B. enters into a contract to sell the house at £630. At this time A. owes B. a considerable sum of money beyond that secured by the second mortgage. When he discovers the sale of the house, A. waits until he can pay B. what he owes him, and then brings an action for damages for selling the house without notice. At the hearing there was a conflict of evidence as to whether or not the second mortgage was properly explained to A. when he executed it. Mr. Justice Fry decided in favour of the plaintiff, and gave him as damages—

1. The costs incurred by A. by reason of the wrongful sale.
2. His costs in obtaining a similar investment.
3. The difference between his costs of the action as between solicitor and client, and as between party and party.
4. The increased value of the property.

These damages were given on the ground that A. had no explanation of the mortgage, and no notice of the intended sale, the *onus of proving these facts lying on B.*

Now, Sir, it seems to me that if this decision is to stand, it cannot be otherwise than most inequitable and most restrictive of that full power of dealing with property which it is the true policy of the law to further. I am not speaking so much of this particular case, where there may be other facts not known to us justifying the decision, but of the general principles laid down with respect to second mortgages. It seems to be assumed that a second mortgage does not differ materially from a first mortgage, and that there is the same necessity to restrict the rights of the mortgagee in the one as in the other. This, however, should by no means be the case; the dangers of dealing with an equity of redemption are so great that a second mortgagee should be provided with far more extensive powers than are necessary for the protection of the first mortgagee; and, amongst these powers, should be one enabling a sale to be made without notice to the mortgagor. The second mortgagee's interest may be injured in so many ways, for instance, by the first mortgagee consolidating his security with others of the existence even of which the second mortgagee is ignorant; by his allowing his interest

to get in arrears; by his giving notice requiring payment of the principal, and on default selling (there being no obligation on his part to give such notice to the second mortgagee); by a subsequent incumbrancer taking his charge to the first mortgage, and so cutting out the second mortgagee; and in so many other ways, that the remedies accorded to our friend the second mortgagee should be as extensive as possible. In the concise edition of Davidson's *Precedents*, the clause requiring notice to be given before exercising a power of sale in first mortgages is taken out, the learned editor stating that as the covenant to repay is unconditional and can be sued on at once, there can be no advantage in inserting the clause. Much more, then, should it be unnecessary in a second mortgage.

In the case we are discussing it may be said that the second mortgage being made to the solicitor who was then acting for the mortgagor, more care than ordinary should have been bestowed in explaining the powers under the second mortgage, and in seeing that the mortgagor perfectly understood the matter. No doubt this would be so; but then the decision goes much too far in saying that where there is a conflict of evidence the *onus* of proving the complete explanation of the power is thrown upon the solicitor, when it is usual and customary not to insert a clause requiring notice. Such a clause is never, except by special arrangement, inserted in a second mortgage. I can answer for this from my own experience, both as respects mortgages to bankers and to other persons. In the town where I practise considerable building operations have been going on for years past. A builder takes land, has advances made to him, and when the houses are finished obtains a mortgage to pay off the advances. Commonly a mortgage cannot be obtained sufficient to cover the whole amount due, and consequently the balance has to be found by a third person. This is generally the builder's solicitor. The matter then stands thus: The builder has been repaid the expense of building, and he has a certain interest, which, if his speculation turns out well, will pay him handsomely. The solicitor mortgagee, on the other hand, is exposed to all losses incurred by any depreciation of the property, and has no participation, in any event, in the profits.

This security, as I have pointed out, is a very hazardous one, and in many respects may be likened to a bill of sale requiring unusual remedial powers. This being so, we are told that a clause requiring six months' notice before exercising the power of sale should be inserted, or that the fact that such clause was omitted must be shown to have been clearly explained to the mortgagor at the time, the evidence to this effect having to be given six years after the completion of the mortgage. This is most unreasonable, considering that it is not usual to insert such a clause, and that persons borrowing on second mortgage know that they must place themselves more or less in the hands of the mortgagee. In *Cockburn v. Edwards* the first mortgage was beyond the usual two-thirds limit. There is then a second mortgage to enable the borrower to enter into a speculation, upon which he cannot lose more than £100, but which, if he has made a good purchase, may put a considerable sum in his pocket. The lender is exposed to all the casualties incident to second mortgages for six years, and yet because he insists on having his money back then, and sells for a higher price than was originally given, he is mulcted in damages to an extraordinary extent under four different heads, including the further increased value the property might have attained to if the sale had not taken place.

I have carried out several hundreds of second mortgages both to myself and clients; I have never inserted a clause requiring notice, and I have not particularly drawn the attention of the mortgagor to the omission of such a clause. I have now to hesitate before venturing to lend more money on second mortgages; I cannot insert the clause because my security will then be insufficient, and I do not see that any

mode of always being prepared with evidence to show a complete explanation to the mortgagor is feasible. A statement in my diary, or even a special attestation, would be of little avail if the whole *onus* is thrown upon me. Judges, ignorant of the practical difficulties underlying a question, are too fond of laying down abstract rules. It seems to have been assumed that a mortgage is the same whether it be first or second, and that the latter should contain a clause prejudicing it as a security, even though our best precedent book declares the clause unnecessary in the former.

One more observation. A second mortgagee is very much in the position of a banker who has allowed his customer to have an overdrawn account, though generally the banker's security is the best. He can require payment of his money at any moment, the mortgagee is only to do so after notice!

VIGILANS.

### THE CONVEYANCING BILL.

[To the Editor of the Solicitors' Journal.]

Sir,—In continuing your remarks on this Bill, will you bear in mind, if the Bill overlooks it, the custom existing in several districts of granting land in fee, in consideration of perpetual fee-farm rents or rent-charges? The grantee, in many cases, divides his plot into several parcels, and grants each for a similar rent-charge, payable to himself in fee; thus securing to himself second or improved rent-charges, and paying out of them the original overriding rent-charge. It is not uncommon to find that a small piece of land is held subject to the payment of a rent-charge, but that it is also subject, with other land, to several previous rent-charges, against which previous owners have received covenants of indemnity.

The deed creating each rent-charge contains covenants, and a power of absolute re-entry, similar to those contained in building leases, and the persons having land subject to such rent-charges; covenants, and provisions as much need, and are as much entitled to, protection as those whose land is of leasehold tenure.

The custom was properly provided for by 22 & 23 Vict. c. 35, s. 28, but was overlooked in framing the last Bankruptcy Act, and the result in the latter case is shown by the recent case of *Re Mercer & Moore*.

A COUNTRY SOLICITOR.

### CASES OF THE WEEK.

**DEBTOR'S SUMMONS—STAY OF PROCEEDINGS—PENALTY—CONDITIONAL AGREEMENT TO ACCEPT LESS THAN FULL AMOUNT OF DEBT—REVIVOR OF ORIGINAL DEBT ON DEFAULT—WAIVER—BANKRUPTCY ACT, 1869, s. 7.**—In a case of *Ex parte Burden*, before the Court of Appeal on the 10th inst., a question arose as to the propriety of an order staying the proceedings under a debtor's summons. A judgment for £344, damages and costs, had been obtained against the co-defendant to a petition for divorce. A debtor's summons was issued by the petitioner to enforce payment, and an agreement was then entered into on the following terms:—The debtor handed to the creditor a cheque for £50, and three bills of exchange for £50 each, drawn by the debtor upon, and accepted by, a third person, and payable respectively in three, six, and nine months, and the creditor agreed that, on payment of the cheque and bills in due course, and on his having a receipt given to him for a debt which he owed to a brother of the debtor, he would give the debtor a receipt in full satisfaction of the damages and costs. But, in default of payment of any or either of the cheque and bills, the creditor was to be at liberty to proceed for the full amount of the damages and costs. The cheque and the first two bills were paid in due course. The third bill was, in consequence of the acceptor having forgotten to provide his bankers with funds to meet it, dishonoured at maturity, but it was paid to the creditor a few days afterwards on his serving the acceptor with a writ. The creditor then issued

a debtor's summons against the debtor for £144, the balance of the original debt, after giving credit for £200, the amount which had been received by means of the cheque and the bills. The debtor denied that he was indebted, and applied to the court to dismiss the summons. The registrar made an order staying the proceedings under the summons, pending the trial of an action to determine the validity of the debt. In the Court of Appeal it was contended on behalf of the debtor that the provision for the revivor of the original debt on default in making the stipulated payments was in the nature of a penalty, and that, under the circumstances, the debtor ought to be relieved from it. And, moreover, that, by electing after the default to sue the acceptor for the £50, and to recover payment from him, the creditor had waived his right to insist on payment of the original debt in full. The Court of Appeal (JAMES, COTTON, and LUSH, L.JJ.) overruled both of these objections, and held that the registrar ought to have refused the application to dismiss the summons. JAMES, L.J., said that the doctrine of penalties had never been applied and ought not to be applied to a case of this kind. The creditor was willing to accept less than his debt on certain conditions. The conditions had not been fulfilled, and he was remitted to his original remedy, and the debtor must pay what he was originally bound to pay. COTTON, L.J., agreed that the doctrine of penalties had no application. The ordinary clause in a mortgage, providing for a reduction of interest in case of punctual payment, was analogous. LUSH, L.J., said that the unpaid balance of the original debt would constitute a good debt at law. There was nothing to prevent the agreement which was made from being carried out. If it had been duly carried out no action could have been maintained for the balance of the original debt, but if default was made in the performance of any of the conditions, no plea could have been framed in answer to an action for the balance. It could only have been said that there was an accord, not that there was an accord and satisfaction. There was no legal defence. Was there any equitable ground for relief? A penalty was something which a debtor was to pay, over and above his original liability, as a punishment. In the present case the debtor was only to pay his original debt. It was said that the creditor had lost his right by suing the surety. That supposed that he was put to an election. But, in his lordship's opinion, there was no case of election, and the creditor was entitled to pursue all his remedies, against the surety as well as against the principal debtor.—SOLICITORS, Brownlow, & Howe; Stophar & Rundell.

**BILL OF SALE—ACT OF BANKRUPTCY—ASSIGNMENT OF WHOLE PROPERTY TO SECURE EXISTING DEBT—SUBSTANTIAL EXCEPTION—TENANT-RIGHT—CONTEMPLATION OF FURTHER ADVANCES.**—In a case of *Ex parte Dann*, before the Court of Appeal, on the 10th inst., the question arose whether the execution of a bill of sale was an act of bankruptcy, on the ground that substantially the whole of the grantor's property was assigned by the deed as security for a pre-existing debt. The grantor was a farmer, and it was admitted that the deed comprised all his property, with the exception of his tenant-right under his agreement with his landlord, which was in express terms excluded from the deed. The agreement with the landlord provided that, on the determination of the tenancy (which was a tenancy from year to year), the tenant should be paid by the landlord for fallows, seeds sown, and dung made during the last year of the tenancy, hay, straw, &c., the produce of the last year, and tenant's fixtures, according to a valuation to be made by two valuers or their umpire. But it was also provided that, on the expiration of the tenancy, the landlord should be entitled to an allowance from the tenant for any breach of the agreement, to be determined, in the same way, by valuation, and the amount to be deducted from the tenant's valuation. The bill of sale was executed on the 13th of November. It was made to secure the existing debt and any further advances which the grantee might make to the grantor, but it was provided that the total principal moneys to be secured should not exceed £1,000, and the deed was stamped sufficiently to cover £1,000. There was, however, no covenant by the grantee to make any further advances, and no parol agreement on his part to do so. As a matter of fact, he did, shortly after the execution of the deed, advance to the grantor sums, amounting in the whole to £70, to enable him to pay the weekly wages of his workmen. In January, the grantor was adjudicated a bankrupt.

Bacon, C.J., declared the bill of sale void as against the trustee in the bankruptcy. On the appeal, it was contended that the tenant-right formed a sufficient exception from the deed, and, also, that there was sufficient evidence of an intention to make further advances, and that this, coupled with the actual making of further advances, would support the deed, reliance being placed on *Ex parte Winder* (24 W. R. 685, L. R. 8 Ch. D. 290, 560), in which it was held that an assignment of the whole of a grantor's property to secure an existing debt and further advances was not an act of bankruptcy, though the deed contained no covenant by the grantee to make further advances, there having been a parol agreement to do so which was recited in the deed. The court (JAMES, COTTON, and LUSH, L.J.) affirmed the decision of the Chief Judge. JAMES, L.J., said that the exception of the tenant-right was a merely nominal exception; the tenant-right was not a thing of any present value. It was merely a possible and contingent right of the tenant to receive some money at the end of his tenancy, and did not form a substantial exception from the deed. COTTON, L.J., agreed in this conclusion. And, on the other point, he said that the mere fact that, at the time when the deed was executed, it was in the contemplation of the parties that further advances should be made by the grantee, and that the deed was stamped so as to cover further advances, was not sufficient. In order to validate the deed, there must be a contract giving the grantor a right to require further advances to be made. LUSH, L.J., said that the reservation of the tenant-right was not an exception of anything upon which the tenant could raise money to enable him to carry on the business of the farm.—SOLICITORS, Cowdell, Grundy, & Browns: Senior, Attree, & Johnson.

**LUNACY—DEATH OF LUNATIC—COSTS OF COMMITTEE.**—In a case of *In re Farrar*, before JAMES and COTTON, L.J., on the 12th inst., a question arose as to the payment of the costs of the committee of a lunatic. The costs claimed had been allowed by the master's report in the lunacy proceedings, but before the report was actually signed the lunatic had died. There was no legal personal representative, for the lunatic's estate was insolvent, and the next of kin declined to administer. The committee had moneys belonging to the estate in his hands. Their lordships allowed him to retain his taxed costs out of the fund in his hands, and ordered him to pay the balance into court to the credit of the lunacy.—SOLICITORS, Meynell & Pemberton.

**DAMAGES—REMOTENESS—CONTRACT FOR SALE OF REAL ESTATE—DEFECT OF VENDOR'S TITLE—LOSS OF ANTICIPATED PROFIT BY RE-SALE.**—In a case of *Hyam v. Terry*, before the Court of Appeal on the 12th inst., a question arose as to the damages which could be claimed by a purchaser of real estate by reason of the vendor's delay in the completion of his contract. The action was brought to enforce the specific performance by the defendants of an agreement to grant the plaintiff a lease for ninety-nine years of some land adjoining the River Thames near Blackwall. The defendants had also agreed to grant the plaintiff a right of way to the land over a certain road as marked on a plan. Possession of the land was given to the plaintiff, but a delay of many years took place, owing to the defendants finding that they could not make a title to the proposed road, and after various negotiations with the owners of the land over which the road passed, the plaintiff ultimately agreed to accept another road in substitution for that which had been originally agreed upon. But during all this time, though the plaintiff was in possession of the land, no lease was granted to him. It was not disputed by the defendants that the plaintiff was entitled to have a lease of the land executed; the real dispute was whether he was entitled to any and what damages by reason of the delay. The plaintiff alleged that, by reason of his not having had any legal estate in the land, he had been compelled to decline some advantageous offers for re-letting portions of the land at considerably increased rents, and at the trial he adduced evidence of this. Fry, J., gave judgment for the plaintiff for specific performance of the agreement, and "the court being of opinion that the plaintiff had sustained some substantial damage by reason of the defendants' delay in carrying out their part of the agreement," it was further ordered that an inquiry should be made what damages the plaintiff had sus-

tained by reason of the delay. In delivering his judgment, Fry, J., referred to the evidence that the plaintiff had been unable to accept offers for taking parts of the land on lease, as showing that he had sustained damage by the delay. The Court of Appeal (JAMES, COTTON, and LUSH, L.J.), held that the inquiry ought to be limited to an inquiry what compensation the plaintiff was entitled to by way of abatement of the rent during the period in which the defendants did not perform their agreement, and what compensation he was entitled to by way of a permanent abatement of the rent by reason of the difference in the value of the land with the road as originally agreed upon, and its value with the substituted road. JAMES, L.J., said it was desirable to put the judgment right in form, even though it might not, as it stood, necessarily give the plaintiff that which he claimed. The question was whether the case was governed by *Bain v. Fothergill* (23 W. R. 261, L. R. 7 H. L. 158), in which the House of Lords distinctly affirmed the old case of *Fleureau v. Thornhill* (2 W. Bl. 1078), that where a vendor of real estate is not able to make a good title to the property which he has contracted to sell, the purchaser who, by reason of this defect of title, is not able to get the property, is not entitled to damages for the loss of profit which he would have made by the purchase turning out a good speculation. The principle of that decision applied clearly and distinctly to the present case. The plaintiff said that he took the property as a speculation, and that by reason of the defendants' delay he was unable to accept certain offers which had been made to him for re-letting the property, and that he could not obtain such advantageous offers now. That sort of vague speculation was the very thing which it was intended by the rule laid down in *Bain v. Fothergill* to exclude from the computation of damages. COTTON, L.J., said that, as a general rule, an appeal could not be brought from the reasons given by a judge for his judgment. But in such a case as the present the plaintiff was entitled to appeal, in order to save the expense of adducing unnecessary evidence on the inquiry. The real question was whether *Bain v. Fothergill* applied. If the rule had not been finally established by the House of Lords, his lordship would have hesitated to lay down such a rule. But persons who entered into a contract must be taken to contract subject to the law as it had been laid down. The reason for the rule was clearly explained by Lord Hatherley in *Bain v. Fothergill*, and the present case came within the rule, and the judgment ought not to be left in such a form as to enable the plaintiff to charge the defendants with the loss of a beneficial bargain for the re-sale or re-letting of the property. LUSH, L.J., thought that the form of the inquiry as it stood would have let in, and was intended by Fry, J., to let in, damages for loss of profit by a re-sale of the land. But *Bain v. Fothergill* had not been brought to his attention. The present case was clearly within *Bain v. Fothergill*.—SOLICITORS, Abbott, Jenkins, & Co.; Lewis & Lewis.

**COMPANY—POWER TO SELL BUSINESS—WINDING UP—DISSENTIENT MEMBER—PURCHASE OF SHARES—LIABILITIES TO CREDITORS—CALL—COMPANIES ACT, 1862, s. 161.**—In the case of *Re Union Bank of Kingston-upon-Hull*, before the Master of the Rolls on the 11th inst., the company had on the 22nd of May, 1879, entered into an agreement with the Hull District Bank for the sale to the latter of their business and assets, in consideration of a sum of £37,500, being a sum of £2 10s. per share on the 15,000 shares in the vending bank. The shareholders in the vending bank were to be entitled to take certain shares in the purchasing bank, and such shares were to be *pro tanto* a satisfaction of the purchase-money, and in the event of any shareholders refusing to take shares, the purchasing bank were to purchase their shares under the powers in their articles, and the arrangement was to be dependent on the assent by special resolution of the vending bank. A special resolution of the vending bank was passed on the 19th of June, 1879, that the sale should be carried out, that the vending bank should be wound up voluntarily, and that two gentlemen should be appointed liquidators who should be empowered to carry out the sale. One Jameson, a shareholder in the vending bank, did not vote in favour of the resolutions, and on the 23rd of June, 1879, Jameson expressed his dissent pursuant to the 161st section of the Companies Act, 1862, and after certain negotiations a sum of £1,080 was paid to him by the liquidators of the vending bank as the purchase-money of his shares. The purchasing bank subsequently took over the business of the vending



bank, but stopped payment on the 1st of March, 1880, and went into voluntary liquidation. Claims were made upon the purchasing bank for the balance of the purchase-money, and upon the vending bank for a revision of the agreement for sale, and damages, and eventually an agreement for the compromise of such claims upon the terms of a call being made on the shareholders in the vending bank, and of certain mutual payments, and for the carrying out of the selling agreement, was come to between the two companies, subject to its sanction by special resolutions of the two companies and by the court. A call was proposed to be made accordingly upon Jameson, and he required the liquidators making such call to place his payment and that of the other dissenting shareholders to a special account, so as to be applied secondarily to that of the assenting members in satisfaction of the debts and liabilities of the vending company. On the refusal of the liquidators of the vending bank to place Jameson's name, and that of the other dissenting members, in a separate list, he now moved against the liquidators of the vending bank that it might be declared that, between the assenting and dissenting members, the assenting members were primarily liable to the extent of the amounts unpaid on their shares for the payment of the debts and liabilities of the company, and that no call should be made upon the dissenting members until the liability of the assenting members had been exhausted, and that it might be declared that the dissenting members were not liable for the costs of the winding up or for any costs or liabilities incurred by reason of the transfer to the purchasing company. Petitions are pending to approve the agreements of compromise, and it was asked that the motion and petitions might come on together, but on the Master of the Rolls declining to accede to this course two points were argued; first, whether the selling agreement was within the powers of the vending company independently of the Companies Act; and, secondly, whether it was within the 161st section of the Act. By article 93, sub-section 9, of the articles of association of the Union Bank, the board might, subject to the assent of the company by special resolution, "amalgamate with, sell, and transfer all or any part of its business," and might enter into the necessary deeds, agreements, and contracts, and the board was empowered to do all such acts as might be necessary or expedient to carry out such purchases and transfers. JESSEL, M.R., was of opinion that the selling agreement was not authorized by article 93. The word "business" he thought might be left to be interpreted by the company, and without straining the word arrears of calls might very well be included. The word "sell" *prima facie* meant a sale for cash, and the company could not sell for such consideration as might be agreed upon. The sale was in effect in consideration of shares in the purchasing company, and no majority could bind a minority under the articles to carry out a sale in that manner. It was plain to his mind that the sale could only be carried out by a winding up under the Act, and in fact this was the opinion of the board, as they passed a resolution for a voluntary winding up, and the appointment of liquidators. As to the question whether the agreement was within the 161st section of the Companies Act, he thought the case was within that of *In re City and County Investment Company* (L. R. 13 Ch. D. 475), where the Appeal Court (including himself) had decided that the section did authorize such an arrangement as the present. Another point had been mentioned, as to whether the agreement was within the power of the purchasing company, and he should not now express an opinion upon that question until that company had been heard upon the point, but would merely direct the rest of the motion to be disposed of after the petitions had been heard.—SOLICITORS, *Parkers; Cunliffe, Beaumont, & Davenport.*

**APPOINTMENT OF NEW TRUSTEE—VESTING ORDER—TRUSTEE OUT OF JURISDICTION—TRUSTEE ACT, 1850, s. 32.**—In a case of *In re Carter*, before Fry, J., on the 11th inst., a question arose as to the appointment of a new trustee of a settlement in the place of a trustee who was residing out of the jurisdiction. The settlement was of real estate in England. It was executed upon a marriage in Australia, the husband and wife and the other beneficiaries, who were the children of the husband by a former marriage, being then resident in Australia. The trustees were the husband and a rother of his, who was also resident in Australia. Afterwards all the beneficiaries came to reside permanently in

England, and a petition was presented asking for the appointment of a new trustee in the place of the brother, who was still permanently resident in Australia. FRY, J., held, upon the authority of *In re Bignold* (20 W. R. 345, L. R. 7 Ch. 223), that he could appoint a new trustee and make a vesting order without service of the petition on the trustee who was out of jurisdiction. This appears to go somewhat further than *In re Bignold*, inasmuch as there the trustee, when appointed, was residing in England, but had afterwards gone to reside abroad, whereas in *In re Carter* the trustee was still residing in the place in which he was residing at the time of his appointment.—SOLICITORS, *Robinson, Son, & Edmonds.*

**ACTION OF DECRET—ALLEGATIONS OF FRAUD—JUDICATURE ACT.**—In a case of *Redgrave v. Hurd*, before Fry, J., on the 14th inst., the question was raised whether, since the Judicature Act, it is necessary that, when an action is based upon fraud or misrepresentation, the specific misrepresentations intended to be relied upon should be distinctly alleged in the pleadings. Reference was made to the case of *Arkwright v. Newbold*, recently before the Court of Appeal (*ante*, p. 333), in which the same point was raised, though it became unnecessary to decide it. It was stated that in that case James, L.J., in answer to an observation made by counsel, that some persons thought that pleadings should be abolished, said that no one, he believed, had proposed that pleadings should be abolished in an action of this kind, and intimated his opinion, as did also Cotton, L.J., that in such an action the allegations of fraud should be specific. It became, in the result, equally unnecessary in *Redgrave v. Hurd* to decide the point, and indeed counsel on both sides admitted that the Judicature Act had made no difference. But FRY, J., said that it had always been his opinion that the Judicature Act could not affect the question. He thought it was only fair play between man and man that when charges of fraud were made the person charged should know what were the specific charges made against him.—SOLICITORS, *John Holder; R. Biale.*

**FORCEFUL ENTRY—EJECTMENT OF TENANT—INJURY TO FURNITURE—5 RICH. 2, STAT. 1, C. 8.**—In a case of *Beddall v. Maitland*, before Fry, J., on the 8th inst., the question arose whether damages could be recovered for the forcible entry upon, and ejectment of, a tenant from a house, and injury done to his furniture. The defendant had occupied a house as tenant at will to the plaintiff, and the plaintiff had given him notice to quit. The defendant, by his counter-claim, alleged that the plaintiff had unlawfully, and by force, broken into, and ejected the defendant from, the house, and also violently put him and his family out of the house, and also violently and recklessly thrown thereout, and damaged his goods and effects. And the defendant claimed damages in respect of these alleged injuries. The evidence showed that an agent of the plaintiff, and some men employed by him, had broken in the door of the house, and had turned out the defendant's furniture. FRY, J., said that the result of the statute of Richard 2 was that a man who was in possession of property might use force to keep out a trespasser; but, if a trespasser had got into possession, the rightful owner could not use force to turn him out, but must appeal to the law. The result appeared to his lordship to be this, that as the defendant's possession was unlawful, he could recover no damages for the forcible entry. He could recover no damages for the entry, because he was not in rightful possession, and he could recover no damages for the forcible entry, because the statute of Richard 2 made forcible entry a crime, but did not give any civil remedy for it. But, in respect of other independent acts done in the course of, or after the forcible entry, an action would lie, because the possession which was acquired by force was made unlawful by the statute, and the person who had thus acquired possession could not, in answer to the claim for damages, plead a lawful possession. This his lordship thought was the result of the authorities. Thus in *Newton v. Harland* (1 Scott N. S. 474), the plaintiff recovered damages for injuries done to his wife by the defendant in turning her out of a house after a forcible entry by the defendant, while in *Pollen v. Brewer* (7 C. B. N. S. 371), it was held that no damages could be recovered for a forcible eviction itself.—SOLICITORS, *F. C. Tudor; E. Johnson.*

**DIVORCE—AFFIDAVIT VERIFYING PETITION—ABSENCE OF PETITIONER—AFFIDAVIT BY SOLICITOR.**—In the Probate, Divorce, and Admiralty Division on the 15th inst., in *Bruse v. Bruce and Laing*, a novel point of practice was raised. The petitioner in a suit for dissolution of marriage, is an officer in the army, and is at present stationed at Candahar. An application was now made on his behalf to dispense with his affidavit verifying the petition under rule 2, on the ground that there is at Candahar no British consul or other person having authority to take affidavits, and no notary public. HANNEN, P., said that he would, under the circumstances, allow the petition to be verified by the petitioner's solicitor, and would dispense with an affidavit from the petitioner himself until he was in a position to be sworn.—*SOLICITORS, Hollams, Son, & Coward.*

#### CASES BEFORE THE BANKRUPTCY REGISTRARS.

(Before Mr. REGISTRAR PEPPS, acting as Chief Judge).

Feb. 15, 22; March 1.—*Ex parte Barker and another, Re Rogers.*

R., a solicitor, being pressed by Stock Exchange creditors, sold his household furniture, after valuation by an independent valuer, to B., a barrister, for the sum of £432, upon the condition that R. should, out of the purchase-money, repay B. an old debt of £118, and £100 on account of professional fees. This transaction occurred more than three months before R. became a bankrupt.

Held, that the trustees under R.'s adjudication could not recover the furniture or the two sums paid to B., on the ground that the transaction constituted either an act of bankruptcy or a fraudulent preference.

This was an application on behalf of C. M. Barker and another, the trustees under the bankruptcy of Mr. William Rogers, solicitor, Essex-street, Strand, for a declaration that an alleged purchase of the bankrupt's furniture by Mr. Augustus Beddall, and two payments made to him by the bankrupt, were fraudulent and void.

The bankrupt had employed Mr. Evans, a stock-broker, to buy and sell stocks and shares for him, and he became indebted to Mr. Evans in £3,544. On the 19th of March, 1880, Messrs. Travers-Smith & Braithwaite, the solicitors for Mr. Evans, wrote to the bankrupt for payment of the amount, and on the 1st of April, a demand to ground a debtor's summons was signed and posted.

About the middle of March, the bankrupt informed Mr. Beddall, a barrister with whom he had been upon terms of intimate friendship for many years, that he had been speculating heavily on the Stock Exchange, and had lost several thousands of pounds, which he was wholly unable to pay. He further stated that he had, by meeting previous losses, so exhausted all his ready money, that it was imperatively necessary for him to raise funds to meet his current expenses. The bankrupt was then in debt to the extent of about £15,000, with assets £60 or £70, besides book debts amounting to £1,300, and his furniture. Mr. Beddall stated, however, that the bankrupt did not inform him of the extent of his indebtedness, and, apart from his Stock Exchange losses, he had no idea, until after the adjudication, that he owed more than a few hundred pounds.

Mr. Beddall advised the bankrupt, as his friend, to sell his furniture, and go into lodgings, which he at once acceded to, and the bankrupt's wife inspected some apartments accordingly. It was found, however, that the rent of such lodgings as the bankrupt required would amount to so large a sum as to render it impossible to adopt that course. Mr. Beddall then advised him to obtain an advance upon a bill of sale of his furniture, and at once take a smaller house. The bankrupt agreed to do this, and subsequently showed Mr. Beddall the prospectuses of a number of loan societies, from which it appeared that the interest charged was so large as to render that course also impracticable. As money was, however, urgently required by the bankrupt, Mr. Beddall eventually made this proposition to him: that he would purchase his furniture out and out, at a price to be fixed by a competent valuer, and would hire a house, which he would let to the bankrupt's wife at a fair rent, but upon the condition that, out of the purchase-money, he should repay the balance of a debt he owed Mr. Beddall, and give him a cheque for at least £100 on account of professional fees then due, amounting to between £300 and £400.

The bankrupt having accepted the proposal, it was agreed

that independent valuers (Messrs. Phillips & Son) should be appointed, and, about the third week in April, a valuation was made by them, and, by arrangement, the furniture was delivered at a house Mr. Beddall had taken on lease for the purpose. Some little delay occurred, in consequence of the illness of the bankrupt's son, and on the 26th of April, before any of the furniture was removed, Mr. Beddall paid him the sum of £100 on account of the valuation, and the balance of £332 on the 1st of May. The furniture was finally delivered on the 5th of May, and Mr. Beddall thereupon signed an agreement to let the house furnished to the bankrupt's wife, and possession was subsequently given to her thereunder.

On the 3rd of May, the bankrupt, in accordance with the arrangement, paid Mr. Beddall the sum of £118 14s., the balance of a debt due to him, and, on the 6th of May, £100 further, on account of fees.

On the 13th of April, 1880, a debtor's summons was issued against the bankrupt at the suit of Evans, and on the 18th of June the adjudication took place. On the 8th of July, the order of adjudication was discharged by the Court of Appeal, and, on the 2nd of August, Rogers was finally adjudicated bankrupt.

J. Linklater, in support of the application.—The transaction is void either as an act of bankruptcy or as a fraudulent preference. It is a sale by a hopeless insolvent for the purpose of defeating his Stock Exchange creditors, and the evidence shows this to be the avowed object of the transaction. A sale of part of a debtor's property may come within the provisions of the statute as a fraudulent transfer: Smith's Mercantile Law, 8th ed., 575, and cases there cited. In *Lee v. Hart* (10 Ex. 479), Wightman, J., said, "The statute does not mention sales as one of the fraudulent modes by which an act of bankruptcy may be committed, but a sale of goods at a low rate may be a fraudulent transfer if the seller did not intend to sell the goods *bona fide* for the purpose of carrying on his business, but for the purpose of defeating and delaying creditors, and the purchaser has reason to know that such is the object of the seller." The sale is therefore bad. *Young v. Waud* (22 L. J. Ex. 27) shows that an assignment may be fraudulent if creditors are necessarily delayed, and that result has been contemplated: *Harwood v. Bartlett* (6 Bing. N. C. 61); *Fraser v. Levy* (6 H. & N. 16). In the latter case Channell, B., held that if a trader turned his goods into money with intent to take them out of the reach of his creditors, and the buyer knew it, the sale was invalid. The transaction is a scheme to prefer the respondent, as well as a fraudulent sale: *Ex parte Pearson* (21 W. R. 688, L. R. 8 Ch. App. 667); *Ex parte Halliday* (21 W. R. 348, L. R. 8 Ch. App. 283). He also cited *Singleton v. Butler* (2 Bos. & P. 283); *Re Wright* (L. R. 3 Ch. D. 70); *Tomkins v. Saffrey* (L. R. 3 H. L. App. Cas. 213).

E. C. Willis, for the respondent.—The transaction complained of occurred more than three months before the adjudication, and cannot therefore be a fraudulent preference: section 92. To ask for the furniture and the money too is to ask the court to commit a fraud upon the respondent. There was no invitation by the bankrupt to the respondent to take possession of the furniture; the bankrupt did not go to him with a view to the particular arrangement which was carried out. *Harwood v. Bartlett* and *Fraser v. Levy* are distinguishable. In *Young v. Waud* the debtor had absconded, and in *Lee v. Hart* circumstances occurred which really amounted to a conspiracy to defraud creditors who had supplied goods. There is no authority to show that a person in difficulties may not dispose of goods for their full value; and a wide difference exists between a sale of part of the debtor's property and the whole. There is no evidence that the information as to the bankrupt's position was given from any fraudulent motive. Suppose the goods had been sold to a stranger, could the transaction have been impeached? In *Robson on Bankruptcy*, 3rd ed., at p. 132, it is said, "The true principle applicable to cases of this kind seems to be that if the transaction is *bona fide*, and does not involve consequences injurious to the debtor's solvency, it will not be an act of bankruptcy; but that, on the other hand, if the circumstances of the debtor and the nature of the security are such that the necessary result of the latter, if carried into effect, must be to render him hopelessly insolvent, or, in the case of a trader, to disable him from carrying on his business, it will be an act of

bankruptcy." In the present case, the sale was of the bankrupt's household furniture only, and the transaction in no way interfered with the carrying on of his business. He also cited *Ex parte Topham* (21 W. R. 655, L. R. 8 Ch. App. 614); *Ex parte Tempest* (19 W. R. 137, L. R. 6 Ch. App. 70).

MR. REGISTRAR PREYB, after stating the nature of the application, said: The bankrupt, who it appears was hopelessly involved in transactions on the Stock Exchange, in the month of March last, goes to his friend Mr. Beddall, who is an old friend of his, they having been clerks together in a solicitor's office, to ask his advice as to what to do under the circumstances. He was then hopelessly pressed by Stock Exchange creditors, and he had incurred other debts, especially one to Mr. Sims, from whom he had borrowed money for former transactions. He had very little assets at his bank, consisting merely of a sum of £60 or £70, book debts amounting to £1,200, and also his furniture. The first advice Mr. Beddall seems to have given to him was that he should raise money on his furniture on a bill of sale, and in that way stave off the evil day. But this, on consideration, appeared impracticable on account of the exorbitant terms exacted by loan companies dealing with persons in difficulties; and another reason was that the transaction appeared on the whole to be too risky. However that may be, for some reason or other that idea was given up, and then Mr. Beddall said to Mr. Rogers, "If you cannot do it any other way, I am willing, in consideration of our old friendship, to buy the furniture of you at a valuation, to be determined by an independent person, and, having so bought the furniture, I will lease a house into which I will place it in which you and your family can reside, no extra rent being charged for the use of the furniture. For this, you shall pay me the old debt you owe me of £118, and you shall also pay me on account of certain professional fees I have earned in your service £100 more, which you can pay out of the proceeds of the furniture." This agreement is ratified, and the transaction goes on. Some little time elapses before it is carried out, in consequence of the illness of one of the bankrupt's children, but in April the furniture is valued by an independent valuer at £432. Of this, £100 is paid to Mr. Beddall, reducing the amount to £332, and ultimately the furniture is sold, and the whole arrangement carried out, a house being taken for the wife, and £118 paid to Mr. Beddall in consideration of his part of the transaction. Up to this time no act of bankruptcy had been committed, but on the 7th of May a debtor's summons is issued, an act of bankruptcy established, and ultimately adjudication takes place. The first observation which I have to make upon this transaction is that it must be taken entirely as one transaction. I was asked to look upon it as if originally a sale of the furniture took place by Rogers to Beddall, and that the money was simply considered lost by Rogers, and that subsequently he made a voluntary payment to Beddall, but that view cannot be sustained. I think the whole must be considered one transaction, and a regular bargain between them that "You shall do so and so, and I will do so and so," the whole thing being arranged between these two gentlemen, who are both clever lawyers, and who knew very well that they must be careful. The whole arrangement must be looked upon as one, and, although the actual payment to Mr. Beddall was not made until after the act of bankruptcy, still I feel bound to hold that altogether the transaction took place in March, more than three months before the bankruptcy, and therefore the 92nd section does not apply.

It remains now to consider whether it is a fraudulent transfer of part of the bankrupt's estate under the 6th section (2nd sub-section), and, therefore, an act of bankruptcy. Many cases were cited to me in the course of the argument for the trustees, and great stress was laid upon the case of *Tomkins v. Saffery*. I have looked very carefully through that case, and have read the judgment of their lordships, but it does not appear to me that the case is at all upon all fours with the present. There were two grounds in that case for setting aside the transaction as a fraud against the trustee. One was that there had been a *cessio bonorum*, a giving up of the whole of the property of the bankrupt, and a fraud under the Bankruptcy Act. Now, in this case, there has been no *cessio bonorum*, no giving up of the whole of the property of the bankrupt. The bankrupt parts with the furniture, but the book debts which would be worth some hundreds of pounds, although they might not be immediately realizable, were

not included in the consideration. Then it is said it, the transaction, is fraudulent because no pressure was put upon the debtor. But in *Tomkins v. Saffery* the debtor went voluntarily to the Stock Exchange creditors, and made a voluntary cession on his part, and, therefore, it was fraudulent under the Act. But there does not appear to be any voluntary preference in this case on the part of the debtor, such as existed in *Tomkins v. Saffery*. It is not as if he had gone to Mr. Beddall and said, "How much will you take?" and had paid what he demanded of him in the first instance. On the contrary, he simply went and consulted him as to whether he could assist him or not, and the actual transaction was to make a distinct arrangement that something should be done, and it resulted in a bargain upon one side and the other. It therefore appears to me that the case of *Tomkins v. Saffery* does not apply. Then, apart from general considerations as to whether this was a fraudulent preference of one creditor over the others which is void against the trustees, I have to consider whether it was an act of bankruptcy. It was very ably put to me, and no doubt it seems at first sight, that these two astute lawyers laid their heads together to defeat the Stock Exchange creditors, who are left out in the cold, and, therefore, that the transfer was a fraud. But, when I come to look at the transactions, step by step, which I have done very carefully, I must consider in what particular point it can be held to be void against the trustees. Now, as Mr. Willis put it in the course of the argument, "Suppose there had been a sale, and a stranger had bought the furniture, could it have been impeached?" I think clearly not. Supposing I go one step further, and suppose there had been a sale of the furniture to a friend of the bankrupt; does that alter the case? Does the fact of making himself a party to the transaction, so far as regards hiring a house for his friend, alter it if the transaction be in itself *bona fide*? Surely he could do as he liked in this respect. If he chose to let a house to the bankrupt he could do so, or if, out of consideration for his friend, he took lodgings in order that he might have payment of the debt, would that shake the case? It appears to me that it would not, and this being altogether out of the purview of the Act, it was quite competent to him to make the arrangement, because so long as the bankruptcy did not take place within three months, he might have given any preference he liked, and I do not think anything could have been done to prevent him. It appears to me, therefore, after looking very carefully into the matter, that there is no one ground upon which the transaction can be impeached. It appears to be of the nature of a transfer of property in consideration partly of a present advance, and partly of a past debt, and, as such, cannot be impeached. I think, therefore, that the present application fails, and it must be dismissed, with costs.

Solicitors for the trustees, *Travers-Smith & Braithwaite*.  
Solicitors for the respondent, *Harris & Powell*.

## SOCIETIES.

### EQUITY AND LAW LIFE ASSURANCE SOCIETY.

The annual general meeting of this society was held on Tuesday last at the offices, No. 18, Lincoln's-inn-fields, W.C.; Mr. John M. Clabon, the chairman, presiding.

MR. G. W. BERRIDGE (the actuary and secretary) having read the notice convening the meeting, the report was taken as read.

THE CHAIRMAN said: It is a great many years since I became a director of this society—I think more than twenty-five years ago—and I am certain, if my memory serves me, that there has not been one year in which we have not had a good account to give you—in which we have not had a plentiful accession of business and made the most careful selection of our lives, as shown by the fact that the actual deaths are so much less than the expectation; and in which we have not dealt carefully in investing the money of the society. The report will have given you many figures which you used not to have; but still I think I may with advantage recall to your memory a few figures which may show you what I have said as to our uninterrupted prosperity. I shall begin with the figure of the funds in hand, because I think entries hardly give us that idea of the large amount of our funds, and particularly as a recent valuation of our liabilities



the shows the very prosperous condition of our society; and I begin with that for another reason, for I remember that when I first became a director the funds in hand were £130,000. In abstracting these figures from old papers, I find that at the end of 1869 the £130,000 had increased to £136,000; at the end of 1874 they had increased to £1,104,000; at the end of 1879 they had increased to £1,610,000; and at the end of last year, only one year more, they were £1,670,000. I may remind you that during the last year the bonus was declared, and we have in point of fact paid to those persons who desired to have their bonus in cash £35,000. We should have therefore had that sum in hand at the end of last year had it not been for this payment. The number of policies at the end of 1864 was 1,756; at the end of 1869, 2,190; at the end of 1874, 2,536; at the end of 1879, 2,847. You will observe the progressive and regular increase—I am giving the total, and not the net business, and I will now give the same figures as to the amount assured. At the end of 1864 we had £3,178,000 insured; at the end of 1869, £3,217,000; at the end of 1874, £4,015,000, and at the end of 1879, £4,928,000, so we have advanced in fifteen years considerably more than double. The next set of figures I will give you are the total annual premiums at the end of each period. In 1869 they were £95,000 odd; in 1874, £130,000 odd, and in 1879, £148,000 odd. I did not begin with the figures of 1864, because they are not convenient, but of course they are double, as well as the amount assured. The next favourable point I may mention is the large average amount we have on each life, because it is a well-established fact that the lives of the higher are better than those of the lower orders, for as you go up in the scale of society people are better fed and better clothed. Now, in the quinquennium ending December, 1864, the average was £1,440; and in the quinquennium ending 1869 the average was £1,777. I have not the figures for the two next quinquenniums, but in the last year the average was £1,930, so that we have been progressively getting a class of lives which, according to admitted facts, are of a better class. Then I have another set of figures—the average annual amount insured during the periods of five years. The average annual amount during the quinquennium ending 1869 was £347,000; in the next quinquennium ending 1874 it was nearly the same—viz., £348,000; and in the quinquennium ending 1879, £398,000. Now it is one of the strongest evidences of prosperity that we have tided over this certain period, which is always the difficulty of an office. Our new business continues to increase largely, and when an office tides over the period of difficulty, which is generally from twenty-five to thirty years from its commencement, and the new business continues to increase, it is, as it were, on a basis of certain prosperity. The next set of figures I will give you, which I have already referred to generally, relate to the carefulness with which lives are selected. Mr. Berridge tells me that on the average during the quinquennium ending in 1869, the excess of the expected claim over the actual claim was £16,000; in the next quinquennium it was £16,000 again, and in the last quinquennium it was £22,000; and he tells me that during the last year it is about £18,000; and whereas the expectation as to life would have been that thirty-six would have died, in respect of which deaths we should have paid £93,000, only twenty-four died, in respect of which we have paid £74,600; so that in every single particular which I have given you there has been a regular increase of prosperity. Now I will give you the last two years, and comparing them only I find that the amount insured in 1879 was £303,181, the premiums being £9,605. In 1880 it was £289,000—a few pounds less—the premiums being £10,175, the sum insured being something less and the premiums being a little more. The next head I will give you is that of assets, and I hope you will agree with me, when you look down the list of assets that we give you in the balance-sheet, that we stand in a good and sound position. There is no one asset to which any objection can be made. I may tell you that during the last year there is an actual increase in the assets of £56,000. It would have been about £100,000, but we have paid £35,000 for our cash bonus, and this is the way in which we have dealt with that £56,000. We have put out on mortgages £3,000; loans on policies, £1,500; on preference stocks, £30,000; on reversions, £16,000; on deposit, £20,000. I think our deputy-

chairman will have something to say to you presently on the subject of our investments. I consider that we are very fortunate in being able to make the investments we have made, because you know what increasing difficulty there is in getting good investments paying a good rate of interest. To show you how much we have to put out, I will tell you there has been paid off during the year £176,000, and that is all being invested again in the same class of securities which you see in the balance-sheet. After some further observations the Chairman concluded by saying:—Having made these general observations, I think I am justified in saying that I have proved to you the three things I said in the beginning—We have an annual accession of good business; we make a most careful selection of our lives; and we put out the money we have at the best and safest profit. I move the adoption of the report.

Mr. H. FOX BRISFOWE, Q.C., seconded the adoption of the report, and referred to several items in the accounts. With respect to the reversions, the average profit realized from these in the three last quinquenniums was 9½ per cent., showing that this business paid nearly double the average rate of interest of the general investments. The other assets were exactly such as a society like this should possess.

Mr. EILOART called attention to several items. He wished to know whether there was any idea of making the reserve fund or insurance fund proportional to the amount insured. The amount insured in 1874 was £4,000,000; in 1879, £4,900,000, with an increase at the end of the five years of £913,000. The funds in 1874 were £1,104,000, and in 1879 £1,610,000, so that they had an increase of £506,000 of funds to set against an increased amount insured of £913,000, being more than 50 per cent. Now were they to go on adding to the reserve to meet the sum insured, something like 50 per cent. of the amount?

The CHAIRMAN said that the funds went on increasing year by year, there being more received in premiums than was paid. Mr. Berridge made a valuation of the liabilities, and when he found they had a sum in excess of what they were liable for, he advised the board that it might be fairly divided. The female lives had lived longer than they anticipated, but the males lived a shorter time, but the two about balanced. Any office which during the last few years had kept up its business—and this office had actually increased theirs—must be considered to have done well.

The resolution was then put to the meeting and carried unanimously.

Mr. BOODLE next proposed the re-election of the retiring directors, Messrs. Kay, Kensit, Russell, and Powell.

Mr. WALMISLEY seconded the resolution, which was agreed to.

The auditors, Messrs. Boodle and Valpy, were also re-appointed.

The remuneration to the directors and auditors was fixed, and cordial votes of thanks passed to the chairman and directors and to Mr. Berridge and the staff.

The meeting then separated.

## LEGAL APPOINTMENTS.

Mr. LEWIS WILLIAM CAVE, Q.C., who has been appointed a Judge of the Queen's Bench Division, in succession to Sir Henry Mather Jackson, deceased, is the eldest son of the late Mr. William Cave, of Deborough, Northamptonshire, and was born in 1833. He was educated at Rugby, and was formerly scholar of Lincoln College, Oxford, where he graduated second class in classics in 1856. He was called to the bar at the Inner Temple in Trinity Term, 1859, having in the previous month obtained a first-class certificate of honour. He was for several years a revising barrister, and became a Queen's Counsel in 1875. He formerly practised on the Midland Circuit, but since the last arrangement of the assizes he had become a member of the North-Eastern Circuit. Mr. Justice Cave published (in conjunction with the Hon. Edward Chandos Leigh) a volume of Criminal Reports, and he has also edited "Addison on Torts," and "Addison on Contracts." He has been recorder of the city of Lincoln since 1873.

and is a bencher of the Inner Temple. He recently presided over the Commission to inquire into the existence of Corrupt Practices in the City of Oxford.

Mr. EDWARD HARRY ADCOCK, solicitor (of the firm of Starkey & Adcock), of 19, Palmerston-buildings, Old Broad-street, and Penge, has been appointed a Perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women for the Counties of Middlesex and Surrey, and the Cities of London and Westminster.

Mr. WILLIAM OSBORN BOYES, solicitor, of Barnet, has been appointed Registrar of the Barnet County Court (Circuit No. 37) jointly with Mr. Stanley Harris. Mr. Boyes was admitted a solicitor in 1870. He is an LL.B. of St. John's College, Cambridge, where he graduated in the Law Tripos in 1866. Mr. Boyes has also been appointed Clerk to the County Magistrates at Barnet, on the resignation of Mr. Harris.

Mr. WILLIAM BRICE, late a solicitor, of Bristol, has been appointed a Magistrate for Gloucestershire. Mr. Brice was admitted a solicitor in 1833. He was for many years clerk to the city magistrates at Bristol, and was town clerk of that city from 1874 till 1880. He retired from the legal profession on resigning the office of town clerk.

Mr. GEORGE DICKINSON BYFIELD, solicitor (of the firm of Houghtons & Byfield), of 85, Gracechurch-street and Barnet, has been elected Clerk to the Barnet Board of Guardians, Assessment Committee, School Attendance Committee, and Rural Sanitary Authority, in succession to Mr. Stanley Harris, resigned. Mr. Byfield is also clerk to the East Barnet Valley Local Board, and was admitted a solicitor in 1873.

Mr. BENJAMIN SCOTT CURREY, solicitors (of the firm of Barber, Currey, & Boroughs), of Derby, has been appointed by the high sheriff of Derbyshire (Mr. Francis James Sumner) to be Under-Sheriff of that county for the ensuing year. Mr. Currey was admitted a solicitor in 1852.

Mr. G. R. DODD, solicitor, of 54, New Broad-street, London, E.C., has been appointed a Commissioner in England for taking Affidavits in the Supreme Court of the Province of South Australia.

Mr. THOMAS FORSTER, solicitor (of the firm of Keenlyside, Forster, & Forster), of Newcastle-upon-Tyne, has been elected an Alderman for that borough. Mr. Forster was admitted a solicitor in 1860.

Mr. JOHN PICTON MEREDITH GEORGE, solicitor, of Cardigan, has been appointed by the high sheriff of Cardiganshire (Sir Martineu Owen Mowbray Lloyd, Bart.) to be Under-Sheriff of that county for the ensuing year. Mr. George is the son of Mr. William Griffith George, solicitor, town clerk of Newport, Pembrokehire. He was admitted a solicitor in 1877, and he is in partnership with his father.

Mr. WILLIAM MORGAN GRIFFITHS, solicitor, of Carmarthen and Narberth, has been appointed by the high sheriff of Carmarthenshire (Mr. Charles William Mansel Lewis, of Stradey Castle) to be Under-Sheriff of that county for the ensuing year. Mr. Griffiths was admitted a solicitor in Michaelmas Term, 1868, and is a commissioner for taking acknowledgments of deeds by married women, is clerk to the visiting justices of the Joint Counties Lunatic Asylum at Carmarthen, to the magistrates of the Llanboidy Division of the said county, and to the Board of Conservators of the Carmarthen Bay Fishery District; he is also assistant Conservative registration agent for the districts of Carmarthen and Kidwelly in the said county.

Mr. RICHARD STEPHENS JACKSON, solicitor (of the firm of Farlow & Jackson), of 5, St. Benet-place, Gracechurch-street, and of Gravesend and Sittingbourne, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. WILLIAM DANIEL HENRY OEHME solicitor, (of the firm of Oehme & Summerhays), of 167, Gresham House, Old Broad-street, London, and Brighton, has been appointed a Commissioner of the High Court of Judicature at Fort William in Bengal to take Affidavits and also the Acknowledgments of Married Women in respect of property in India.

Mr. WILLIAM PILCHER, solicitor, of Marlborough Chambers, 49, Pall Mall, S.W., has been appointed a Commissioner to

take Acknowledgments of Deeds and to administer Oaths for New York, United States.

Mr. WILLIAM SMITH, solicitor (of the firm of W. Smith & Son), of Sheffield, has been elected President of the Sheffield District Incorporated Law Society for the ensuing year. Mr. Smith was admitted a solicitor in 1844, and he is in partnership with his son, Mr. Charles Henry Smith. He is vice-consul at Sheffield for France and Italy, and clerk to the West Riding magistrates at Sheffield. His firm are solicitors to the Sheffield School Board. Mr. Smith is also one of the twelve town trustees of Sheffield, and a member of the town council of the borough.

Mr. CHARLES WILLIAM REES STOKES, solicitor, of Tenby, has been appointed by the high sheriff of Pembrokeshire (Sir Owen Henry Philipps Scourfield, Bart.) to be Under-Sheriff of that county for the ensuing year. Mr. Stokes was admitted a solicitor in 1864, and is town clerk of the borough of Tenby.

Mr. FREDERICK CONDE WILLIAMS, a judge of the District Court of Jamaica, has been appointed a Puisne Judge of the Supreme Court of the Colony of Natal. Mr. Justice Williams was educated at Christ's College, Cambridge, where he graduated B.A. in 1863. He was called to the bar at the Inner Temple in Easter Term, 1873, and he formerly practised on the Midland Circuit and at the Warwickshire, Birmingham, and Coventry Sessions. He was appointed a district judge in Jamaica in 1876.

## COMPANIES.

### WINDING-UP NOTICES.

#### JOINT STOCK COMPANIES.

##### LIMITED IN CHANCERY.

BROOKE, SWINDELLS, AND COMPANY, LIMITED.—Petition for winding up, presented March 9, directed to be heard before the M.R. on March 26. Milne and Co, Harcourt bldgs, Temple, agents for Wood and Co, Manchester, solicitors for the petitioner.

ELECTRIC WRITING COMPANY, LIMITED.—Petition for winding up, presented March 8, directed to be heard before the M.R. on March 19. Shum and Co, Theobald's rd, Gray's inn, agents for Kidson and Co, Sunderland.

HALIFAX BUILDING AND QUARRYING COMPANY, LIMITED.—Creditors are required, on or before April 3, to send their names and addresses, and the particulars of their debts or claims to Joshua Armistage Riley, Cheapside, Halifax, the official liquidator. Apr 29 at 12 is appointed for hearing and adjudicating upon the debts and claims.

HUDDERSFIELD QUARRYING COMPANY, LIMITED.—The M.R. has by an order, dated Jan 18, appointed Fred Carter, Huddersfield, to be official liquidator.

PELHAM PUBLISHING COMPANY, LIMITED.—Petition for winding up, presented March 9, directed to be heard before the M.R. on March 19. Munns and Longden, Old Jewry, solicitors for the petitioners.

[Gazette, March 11.]

CARRIAGE CO-OPERATIVE SUPPLY ASSOCIATION, LIMITED.—Petition for winding up, presented March 11, directed to be heard before the M.R. on March 26. Purser, Fenchurch st, solicitor for the petitioners.

HARLEPOOL NEWS PAPER AND PRINTING COMPANY, LIMITED.—By an order made by V. C. Bacon, dated March 5, it was ordered that the voluntary winding up of the company be continued. Rowley and Co, Great Winchester st bldgs, solicitors for the petitioner.

MADRAS IRRIGATION AND CANAL COMPANY, LIMITED.—The M.R. has fixed March 23 at 12 at his chambers for the appointment of an official liquidator.

[Gazette, Mar. 15.]

#### FRIENDLY SOCIETIES DISSOLVED.

CARPET WEAVERS' FRIENDLY SOCIETY, Co-operative Assembly Rooms, Wilton, Wills. March 8.

BRIGHTON BRAN LODGE, Grand United Order of Oddfellows, Wellington Inn, Oldham, Lancaster. March 8.

MID SUSSEX LODGE FRIENDLY SOCIETY, Nottingham Ancient Imperial United Order of Odd Fellows, Bull Inn, Newick, Sussex. March 9.

TRURO FRIENDLY SOCIETY, Truro, Cornwall. March 4.

[Gazette, Mar. 11.]

The prospectus of the Indian Zoedone Company, Limited, has been issued; capital £100,000 in 100,000 shares of £1 each. The company has been formed for the purpose of buying from the Zoedone Company the exclusive right to manufacture and sell zoedone in India, Ceylon, and Burmah. The amount to be paid is £25,000 in cash and twenty founders' certificates, which entitle the holders to one-half the surplus profits in any year in which the shareholders shall have received a dividend of 20 per cent.

## CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.  
LAST DAY OF PROOF.

**BIGGER, JANE**, Little Sutton st, Clerkenwell. March 22. Hart v. Hutton, M.R. Mirams, New Inn, Strand  
**BLAKE, HENRY LOHRETT**, Ivybridge, Devon, Esq. March 3. Harris v. Shorland, M.R. Ware, Plymouth  
**BOWLY, EDWARD**, Siddington, nr Cirencester, Gent. March 25. Fowler v Bowly, M.R. Ellett, Cirencester  
**BOYDELL, SAMUEL**, Queen's sq, Solicitor. May 22. Carlin v Boydell, M.R. Boydell, Jun, Warwick ct, Holborn  
**CHAMBERLAIN, BURELL IND**, Cambridge, Brower. March 31. Williams and Boyes v Chamberlain, V.C. Bacon. Chamberlain, Finsbury sq  
**EMANUEL, MOSS**, Mitre st, Aldgate, Fruit Salesmen. March 23. Raphael v Emanuel, V.C. Malins. Abrahams, Bedford row  
**FORD, DANIEL**, Oke, Newent, Gloucester, Farmer. April 2. Roper v Ford, V.C. Hall. Price, Newent  
**GRAHAM, JAMES**, Cornwall ter, Regent's park. March 17. Carroll v Porter, V.C. Bacon. Patrick, Clephane rd, Islington  
**GREEN, ANN FRANCES**, Bath. March 30. Graham v Hornidge, V.C. Hall. Obelin, Queen Victoria st  
**HEPHERD, JAMES**, Lower Walton, Chester, Maltster. March 24. Hepherd v Hepherd, M.R. Hepherd, Warrington  
**HUNT, THOMAS**, Sydenham, Timber Merchant. March 26. Routledge v Routledge, V.C. Malins. Bannister, Basinghall st  
**KING, DAVID**, Farquhar ter, Upper Norwood, Builder. March 25. King v King, V.C. Malins. Humphreys, King's Bench walk, Temple  
**MORRIS, JOHN BARNARD**, Bromley St Leonard's. March 15. Morris v Saunders, V.C. Bacon. Freeman, Gutter lane  
**STOKES, MARIA**, Ridgway rd, Enfield Chase. March 25. Richardson v Slade, M.R. Nutt and Co, Brabanz ct, Philpot lane  
**SPRATT, JAMES**, Horsted Keynes, Retired Biscuit Manufacturer. March 26. Spratt v Taylor, V.C. Malins. Batchelor, Essex st, Strand  
**WOOD, MATTHEW**, Old Broad st, Grocer. March 25. Wood v Wood, M.R. Smith, Throgmorton st

[Gazette, Feb. 25.]

**BARBER, JAMES**, Barnsley, York, Warehouseman. March 25. Bennett v Barber, M.R. Mason, Wakefield  
**CHAPMAN, ROBERT**, Drury lane, Distiller. March 31. Chapman v Cowland, V.C. Malins. Cowland, Theobald's rd  
**CLAY, THOMAS**, Derby, Butcher. April 2. Clay v Clay, V.C. Hall. Close, Derby  
**CUBLEY, JOHN**, Walcot pl, Kennington. April 2. Henery v Hughes, V.C. Hall. Boxall, Chancery lane  
**HOCKING, JOSEPH**, Sancedred, Penrith, Cornwall, Farmer. March 30. Hocking v Hocking, V.C. Malins. Borlase, Penzance  
**JONES, EDWARD**, Sedgley, Stafford, Galvanizer. March 31. Jones v Green, V.C. Malins. Green, Wolverhampton  
**BREKE, HENRY CHARLES BISHOP**, East Preston, Sussex, Gent. March 24. Peeks v Pacy, M.R. Greenwood, Sergeants' inn, Fleet st  
**ROGERS, GEORGE**, Calcutta, India, Attorney. April 1. Rogers v Rogers, V.C. Bacon. Neish, Watling st  
**WATKINS, THOMAS POWELL**, Worcester, Solicitor. March 31. Collisson v Watkins, V.C. Malins. Goldingham, Worcester  
**WEEK, JAMES**, Slough, Bucks, Gent. March 31. Carpenter v Gillard, V.C. Malins. Tucker, Serle st, Lincoln's inn

[Gazette, March 1.]

CREDITORS UNDER 22 & 23 VICT. CAP. 25.  
LAST DAY OF CLAIM.

**ATKIN, WILLIAM**, Chichester. Apr 14. Binsted and Prior, Bournemouth  
**BALOW, FREDERIC**, Chesterton, Cambridge. Apr 7. Palmer and Bonnett, Cambridge  
**BENNETT, JOHN NAVITT**, Chester. Apr 1. Merediths and Co, New sq, Lincoln's inn  
**BOWSER, WILLIAM**, Stockton-on-Tees, Butcher. Mar 30. Trotter, Stockton-on-Tees  
**BUMSTEAD, WILLIAM**, St Barnabas villas, South Lambeth, Gent. Apr 4. Simpson and Co, Fumival's inn  
**BURCH, LYDIA**, Salisbury, Wills. Apr 9. Whatman, Salisbury  
**CHANDLER, ELLEN**, Burton rd, Brixton. March 31. Chandler, Burton rd, Brixton  
**CHAMBERLAIN, ROBERT LINTON**, Carshalton, Surrey, Miller. May 2. Ford and Co, Bloomsbury sq  
**COTTELAND, JOHN MOORE**, Rotherham, York, Gent. May 31. Wake and Co, Sheffield  
**FIRMING, ELIZABETH SUMNER BUCKLEY**, Queen Anne's Mansions. May 2. Vincent, Finsbury circus  
**GRAY, GEORGE MOUNSEY**, Upper Bedford pl, Russell sq, Esq. May 2. Thomas, Carlton chambers, Regent st  
**GAFFIN, ARTHUR**, Godalming, Surrey, Esq. Apr 14. Steele, College hill  
**HOWARTH, THOMAS**, Preston, Lancaster, Innkeeper. May 1. Fryer, Preston  
**JONES, SARAH**, Bridgend, Glamorgan. Apr 10. Morgan, Neath  
**LANE, JANE**, Greenwich, Kent. Apr 14. Loughborough and Co, Austin Friars  
**LITTLE, GEORGE**, Middle Temple, Q.C. Apr 12. Higson and Son, Manchester  
**LLOYD, ELIZABETH**, Warwick terrace North, Upper Clapton. Apr 4. Jarman and Co, Finsbury circus  
**MARCH, JOHN**, York, Common Brewer. May 25. Leeman and Co, York  
**MARSTON, EMMA LOUISA**, Clifton, Bristol. Apr 30. Brittan and Co, Bristol  
**NICHOL, ANTHONY**, Newcastle-upon-Tyne, Esq. March 14. Phillips and Cooper, Newcastle-upon-Tyne  
**NORMAN, ANS**, Bampton, Oxford. June 1. Hallows, Bedford row

**NOWLAN, JAMES CHARLES**, Chorlton-cum-Hardy, nr Manchester. Apr 25. Grundy and Son, Manchester  
**MORRISON, ELIZA**, St James parade, Bath. Apr 11. Stone and Co, Bath  
**ROSTROY, THOMAS**, Bolton, Lancaster, Manufacturer. March 10. Hawkesworth, Bolton  
**SAMUEL, SAUL**, Liverpool, Gent. Apr 11. Isaac, Liverpool  
**SHEAN, SAMUEL SIMS**, Warwick, Gent. May 4. Smith and Mammoth, Ashby-de-la-Zouch  
**STENT, EDWARD**, Horn lane, Acton, Licensed Victualler. Apr 16. Brown, Lincoln's inn fields  
**STILLWELL, EDWARD**, West Cromwell rd, South Kensington, Esq. Apr 21. Norris and Norris, Bedford row  
**STRAHAN, MARIA**, Gloucester terrace, Kensington. Apr 2. Wynne and Son, Lincoln's inn fields  
**WHITE, JAMES**, Ashburton grove, Holloway. Apr 23. Pollock and Co, Lincoln's inn fields  
**WOLFENDEN, MARY ANN**, Underbank, nr Bacup, Lancaster. Apr 2. Jackson, Rochdale  
**WORTHINGTON, ELIZABETH**, Appley Bridge, nr Wigan, Lancaster. Apr 16. Brewis, St Helens

[Gazette, Mar. 4.]

## LEGISLATION OF THE WEEK.

## HOUSE OF LORDS.

## MARCH 10.—BILL READ A SECOND TIME.

PRIVATE BILL.—Colonial Company.

## BILL IN COMMITTEE.

Rivers Conservancy and Prevention of Floods (clauses 1-49).

## MARCH 11.—BILLS READ A THIRD TIME.

PRIVATE BILLS.—Rathin and Cerrig-y-Druidion Railway, East London Water, Copland's Patent, Brading Harbour, London City Land (Thames Embankment).

## HOUSE OF COMMONS.

## MARCH 10.—BILLS READ A THIRD TIME.

PRIVATE BILLS.—Cambridge University and Town Gas, Lydd Railway, Metropolitan and District Railways (City Lines and Extensions), Metropolitan Railway, North and South Woolwich Subway, Sheffield Water.

## BILLS READ A FIRST TIME.

Bill to Amend the Law relating to Leases (Mr. Davey).

Bill to Amend the Law relating to Maintenance (Mr. A. M. Sullivan).

## MARCH 11.—BILL READ A SECOND TIME.

PRIVATE BILL.—Edmonton Local Board.

## MARCH 14.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—Great Western Railway, Hancock's Patent, Hylton, Southwick, and Monkwearmouth Railway, London and Blackwall Railway.

## BILL READ A THIRD TIME.

PRIVATE BILL.—Brighton and Hove Gas.

## MARCH 16.—BILL READ A FIRST TIME.

Bill to Amend the Copyhold Acts and to Promote the Gradual Emancipement of Lands of Copyhold and Customary Tenure (Mr. Waugh).

## COURT PAPERS.

## HIGH COURT OF JUSTICE.

## CHANCERY DIVISION.—ORDER OF COURT.

Monday, the 14th day of March, 1881.

Whereas, from the present state of the business before the Master of the Rolls and the Vice-Chancellor, Sir James Bacon, it is expedient that a portion of the causes assigned to the Master of the Rolls, and now standing for trial or hearing before his lordship, should be transferred to the Vice-Chancellor Sir James Bacon; Now I, the Right Honourable Roundell Baron Selborne, Lord High Chancellor of Great Britain, do hereby order that the several causes set forth in the schedule hereto be accordingly transferred from the Master of the Rolls to the Vice-Chancellor Sir James Bacon, and taken as causes assigned to the Vice-Chancellor Sir James Bacon, and be marked in the cause books accordingly. And this order is to be drawn up by the Registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

## SCHEDULE.

Denby v Glover act & m f j, wits 1880 D 967  
Budd v Hitchins act, wits 1880 B 19  
Hill v Cameron act, wits 1880 H 3,063  
Sowerby v Cook act, wits 1880 S 2,429



Smith v Taylor act, wits 1880 S 1,631  
 Wrench v Ingram act, wits 1879 W 409  
 Templeman v Day act, wits 1881 T 076  
 Earp v Duke of Devonshire act, wits 1880 E 516  
 Hunter v Charlton act, wits 1880 H 2,261  
 Brown v Morgan act, wits 1880 B 099  
 Appleton v Taylor act, wits 1880 A 655  
 Hardcastle v Taylor act, wits 1880 H 1,917  
 Fletcher v Popperville act, wits 1880 F 702  
 Starkey v Blank act, wits 1880 S 3,054  
 Kirkman v Prescott act, wits 1879 K 24  
 Cadman v Draper act, wits 1880 C 2,902  
 Paddison v Clench act, wits 1880 P 133  
 Banks v Savage act, wits 1880 B 3,351  
 Cumming v Hargreaves act, wits 1880 C 3,262  
 In re Maddock, decd, The Chesterfield and Boythorpe Col-  
 liery Co, limd v Richardson act, wits 1880 C 144  
 Hodgson v Steel act, wits 1880 H 3,640  
 Standish v Taylor act, wits 1879 S 313  
 Nicoll v Fenning act, wits 1880 P 0,227  
 Cooke v Woollams act, wits 1880 C 0,063  
 Barrow v Scammell act (cross-ex on affids) 1879 B 613  
 Bunney v Wartsaby act, wits 1878 B 511  
 Scarman v Collins act, wits 1880 S 3,721  
 Morgan v Miller act, wits 1880 M 19  
 Norman v Norman act & m f j, wits 1880 N 0,353  
 Swann v Chesel act, wits 1880 S 2,322

SELBORNE, C.

None of the causes in the above schedule will be placed  
 in the paper for hearing before Tuesday, the 22nd day of  
 March, 1881, unless by the written consent of all parties.

H. LATHAM, Registrar.

## QUEEN'S BENCH DIVISION.

HILARY SITTINGS, 1881.

NEW TRIAL PAPER.

For Argument.

Entered 25th February, 1879.  
 Liverpool, Moscrop v Newbold and ors m f j Thesiger, LJ  
 Moved 25th April, 1879.  
 Liverpool, Same v Same N T Thesiger, LJ Ambrose  
 Moved 4th July, 1879.  
 London, Bouffier v Levy and ors Harrison  
 pt hd 15 Nov 1879 stand over till appl argued N T  
 Pollock, B Sir H Giffard  
 Moved 9th November, 1879.  
 Middlesex, Green v Stewart and anr N T  
 Huddleston, B Rose Innes  
 Moved 20th December, 1879.  
 Middlesex, Nowell v Williams pt hd, 25, 26, 27 & 28 May, 1880, before Ld Coleridge and Justices Groves and Lopes N T  
 Coleridge, Ld Sir H Giffard  
 Moved 24th March, 1880.  
 London, Akerblom v Price and Co N T  
 Pollock, B Day  
 Moved 7th May, 1880.  
 Middlesex, Cummings v Gt Northern Ry Co N T  
 Huddleston, B Waddy  
 Moved 13th May, 1880.  
 Manchester, Chaples and Wife v Brunswick Bldg Soc and Smith and ors stand over until appl disposed of N T, or to enter judgt for defts  
 Coleridge, Ld Solr-Gen  
 Moved 10th June, 1880.  
 Middlesex, Hicks v Faulkner N T  
 Stephen, J Willis  
 Moved 16th June, 1880.  
 Middlesex, Digby v Whelpley N T  
 Stephen, J Prentice  
 Moved 28th June, 1880.  
 London, Bunnell and Co v Potter and Bots Sir J Holker  
 Field, J  
 Moved 28th June, 1880.  
 London, Caslake v Bywaters and ors N T  
 Stephen, J Sir H Giffard  
 Moved 3rd July, 1880.  
 London, Grant v Holland N T  
 Stephen, J Sir H Giffard  
 Moved 15th July, 1880.  
 London, Dickinson v Morris N T  
 Field, J W Williams  
 Moved 26th July, 1880.  
 Cheshamford, Griffin v Keates N T

L C Baron (the late) Harrison  
 Moved 7th August, 1880.  
 Norwich, Lombe v Cooper and ors N T, or for nonsuit  
 L C Baron (the late) Grantham  
 Moved 7th August, 1880.  
 Middlesex, Hyman and anr v Nye and Sons N T  
 Hawkins, Sir H Sir H Giffard  
 Moved 2nd November, 1880.  
 Liverpool, Wappers v The Imperial Marine Assce Co stands over to enter judgt for defts, or for N T  
 Bramwell, LJ C Russell  
 Moved 2nd November, 1880.  
 Gloucester, Clarke, trustee, &c v Walker N T  
 Fry, J Jelf  
 Moved 2nd November, 1880.  
 Maidstone, Hutton v Vale motn to rescind Order depriving deft of costs to come on with this rule to set aside verdict for defts, and for N T  
 L C Baron (the late) Witt  
 Moved 3rd November, 1880.  
 Dorchester, The Queen v The Inhabitants of Dorset N T  
 Coleridge, Ld Charles  
 Moved 3rd November, 1880.  
 Warwick, Coleman v London and N W Ry Co N T  
 Huddleston, B Mellor  
 Moved 3rd November, 1880.  
 London, Bowen v Lloyd N T  
 Stephen, J Bray  
 Moved 3rd November, 1880.  
 Shrewsbury, Hammond v London and North-Western Ry Co N T  
 Brown, J Esq, QC  
 Moved 4th November, 1880.  
 Leeds, Haigh v Jennings and anr N T order to enter judgt for pt for £25 &c and to set aside or vary Associate's cert  
 Stephen, J D Seymour  
 Moved 4th November, 1880.  
 Chester, Edwards and Wife v Pembroke and Tenby Ry Co N T  
 Bagge, LJ McIntyre  
 Moved 4th November, 1880

Gloucester, Butler v Storer N T  
 Fry, J Plumptre  
 Moved 4th November, 1880.  
 Warwick, Vickers v Chatwood's Patent Safe and Lock Co, ld N T  
 Huddleston, B Mellor  
 Moved 5th November, 1880.  
 Exeter, Bultiel and anr v Curteis N T  
 Coleridge, Ld McIntyre  
 Moved 5th November, 1880.  
 Winchester, Cooper v Ibberson, Cooper v Warrilow For N T order to enter judgment for defendants  
 Coleridge, Ld Pitt Lewis  
 Moved 5th November, 1880.  
 Lincoln, Bunting, jun, v Morley N T  
 Field, J Mellor  
 Moved 5th November, 1880.  
 Stafford, Sheldon v Impl Union Accidental Assn Co, ld N T  
 Fry, J H Matthews  
 Moved 5th November, 1880.  
 Lewes, Ball v Beardsly N T  
 L C Baron (the late) Day  
 Moved 5th November, 1880.  
 Leeds, Smith v Woodhead N T  
 Stephen, J Forbes  
 Moved 8th November, 1880.  
 York, Jackson and anr v Lovel N T  
 Bowen, J M Thompson  
 York, Jackson v Same N T  
 Bowen, J M Thompson  
 Moved 8th November, 1880.  
 Bristol, Adams v Sovern and Canal Carrying, Shipping, and Steam Towing Co, ld N T  
 Coleridge, Ld Collins  
 Moved 11th November, 1880.  
 Warwick, Forde v Osborne and ors N T  
 Field, J Nathan  
 Moved 15th November, 1880.  
 London, Young v The Sonora Co and ors N T  
 Coleridge, Ld E Clarke  
 Moved 24th November, 1880.  
 Middlesex, Corbett v Woolleton  
 Williams, J Wallace  
 Entered 24th November, 1880.  
 London, Foreign and Colonial Govmt Trust Co, ld v Peirson m f j to enter judgt for pliffs  
 L C Cockburn (the late)  
 Moved 26th November, 1880.  
 Middlesex, Findar v Patrick N T  
 Williams, J Matthews  
 Moved 6th December, 1880.  
 Liverpool, Cooke v Sheard N T  
 Manisty, J Solr-Gen  
 Moved 8th December, 1880.  
 Middlesex, Thornhill v London, Chatham and Dover Ry Co N T  
 Coleridge, Ld Kemp  
 Moved 14th December, 1880.  
 Middlesex, Percival v Hughes N T  
 Manisty, J Philbrick  
 Moved 21st December, 1880.  
 London, Craven v Norman N T  
 Williams, J Glynn  
 Moved 21st December, 1880.  
 London, Brown v Roit and Co N T  
 Williams, J D Seymour  
 Moved 21st December, 1880.  
 London, Dale and anr v Wakefield N T  
 Hawkins, Sir H Butt  
 Moved 16th of January, 1881.  
 Middlesex, Worthington v Sudell N T  
 Bowen, J Crump  
 Moved 7th February, 1881.  
 Surrey, Child v Bardell N T  
 Bowen, J Kemp  
 Entered 7th February, 1881.  
 York, North Eastern Ry Co v Wilby and anr m f j to enter judgt for pliffs  
 Manisty, J  
 York, Same v Same m f j to enter judgt for defts  
 Manisty, J  
 Entered 17th February, 1881.  
 Spl Rept Rept Heard v Patti m f j to enter judgt for pliff  
 A G P Lewis, Esq  
 Moved 17th February, 1881.  
 Bristol, Danaford v Bristol Trams Co N T  
 Bagge, LJ Pools  
 Moved 21st February, 1881.  
 Liverpool, Hughes v Lancashire and Yorkshire Ry Co N T  
 Field, J Pope  
 Moved 21st February, 1881.  
 Leicester, Ridgway v Kirkwood N T  
 [Buzard  
 Murphy, JP, Esq, QC, Commr  
 Moved 21st February, 1881.  
 Durham, North-Eastern Ry Co v Wilby and anr to be argued with motn for judgt N T  
 Manisty, J D Seymour  
 Moved 21st February, 1881.  
 Bristol, Davidson v London Printing and Publishing Co, ld N T  
 Lopes, J Collins  
 Bristol, Same v Same motn for judgt to enter judgt for plit for £194.6s 8d  
 Lopes, J  
 Moved 22nd February, 1881.  
 Middlesex, Barber v Brenton and anr N T  
 Manisty, J E Clarke  
 Moved 22nd February, 1881.  
 Leicester, Allen v Oliver (sued, &c) N T  
 Murphy, JP, Esq, QC, Commr  
 Moved 22nd February, 1881.  
 Middlesex, Stockley v London and N W Ry Co N T  
 Coleridge, Ld Sir J Holker  
 Entered 23rd February, 1881.  
 Middlesex, Barber v Brenton and anr motn for judgt  
 Manisty, J  
 Moved 23rd February, 1881.  
 Liverpool, Starr and Co v Bolland and ors N T  
 Field, J C Russell  
 Moved 23rd February, 1881.  
 Liverpool, Ford v Parry and Crossies N T  
 Field, J Aspinall  
 Moved 23rd February, 1881.  
 Winchester, The Queen v Duncan N T  
 Bagge, LJ Collins  
 Moved 23rd February, 1881.  
 Middlesex, Taylor v Upton N T  
 Bowen, J MacClymont  
 Moved 23rd February, 1881.  
 Liverpool, Oak Pitts Colliery Co, ld v City of Dublin Steam Packet Co N T  
 Field, J Gully  
 Moved 23rd February, 1881.  
 Gloucester, Searle v Crump N T  
 Williams, J Bosanquet  
 Moved 23rd February, 1881.  
 Liverpool, Lowe v Cumming N T  
 Field, J Gully  
 Moved 23rd February, 1881.  
 Middlesex, Woolton v Bong N T, or to reduce damages  
 Lopes, J M White  
 Moved 23rd February, 1881.  
 Manchester, Burgess v Buckley and anr N T  
 Stephen, J Ambrose  
 Moved 23rd February, 1881.  
 Derby, Manchester and Liverpool Dt Bkng Co v Hancock N T  
 Murphy, J P, Esq, QC, Commr  
 Moved 23rd February, 1881.  
 Appleby, Baldry v Fletcher N T, or to enter judgt for deft  
 Stephen, J Addison  
 Moved 23rd February, 1881.  
 Manchester, Mill Hill Spinning Co v Mills N T  
 Stephen, J Addison  
 Moved 23rd February, 1881.  
 Manchester, Carr v Henry Rander, ld N T  
 Stephen, J Gully  
 Moved 23rd March, 1881.  
 Liverpool, Starr and anr v Bolland and ors N T  
 Field, J Gully  
 Entered 2nd March, 1881.  
 Rept Offi Ref, Finney v Bentley motn for judgt to enter judgt for plit  
 G M Dowdleswell, Esq  
 Moved 3rd March, 1881.  
 Hereford, Blain v Butler N T  
 Williams, J S Hill  
 Moved 3rd March, 1881.  
 Middlesex, Brown v London and N W Ry Co N T  
 Field, J Potter  
 Moved 3rd March, 1881.  
 Middlesex, Readnig v Gt Eastern Ry Co N T  
 Stephen, J Kemp  
 Moved 3rd March, 1881.  
 Middlesex, Lord Ashburton v Gt Western Ry Co N T  
 Coleridge, Ld A L Smith

Moved 7th March, 1881.  
Leicester, Dolby v Green and  
Sons N T, or to enter judgt for  
defts  
Denman, J  
Meilor

## LONDON GAZETTES.

## Bankruptcy.

FRIDAY, March 11, 1881.

## Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Stodart, James T, Woodstock ter, Finsbury pk, Corn Dealer.  
Pet Mar 7. Pepps. Mar 23 at 12.30  
Tucker, Robert Outmore, Gt Vine st, Piccadilly, Government Clerk.  
Pet Mar 4. Pepps. Mar 23 at 12.30

To Surrender in the Country.

Daniel, Nicholas, Newcastle-upon-Tyne, out of business. Pet Mar 8.  
S. Ingledew. Newcastle, Mar 23 at 11  
Holden, Joseph, Liverpool, Builder. Pet Mar 7. Cooper. Liver-  
pool, Mar 24 at 12  
Padney, Frederick, Catford Bridge, Kent, Builder. Pet Mar 8.  
Pitt-Taylor. Greenwich, Mar 25 at 1  
Tenhoven, Cornelius Van, Cardiff, Merchant. Pet Mar 8. Langley.  
Cardiff, Mar 25 at 2  
Warwick, Alfred, Ware, Hertford, Butcher. Pet Mar 7. Spence.  
Hertford, Apr 2 at 12  
Wing, Thomas, Hertford, Brewer. Pet Mar 5. Spence. Hertford,  
Mar 26 at 11.30

TUESDAY, Mar. 15, 1881.

## Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Helmere, Frederick George, Leadenhall st, Architect. Pet Mar 10.  
Hazlitt. Mar 29 at 11  
Lloyd, Alfred, Upland rd, Dalwich. Pet Mar 10. Hazlitt. Mar 30  
at 11

To Surrender in the Country.

Berdmore, Septimus, Brewery House, Staines. Pet Mar 11. Bell.  
Kingston, Apr 8 at 4  
Chaplin, James William, Edgbaston, Warwick, Stonemason. Pet  
Mar 10. Parry. Birmingham, Mar 25 at 3  
Drew, Ambrose, Cinderford, Gloucester, Provision Merchant. Pet  
Mar 12. Riddiford. Gloucester, Mar 23 at 2  
Harrison, Rowland, Windy Nook, Durham, out of business. Pet  
Mar 11. Ingledew. Newcastle, Mar 23 at 11  
Nicholls, Thomas, Buntingford, Hertford, Baker. Pet Mar 10.  
Eaden. Cambridge, Mar 26 at 3.30  
Sullivan, Patrick, Plymouth, Provision Merchant. Pet Mar 10.  
Edmonds. East Stonehouse, Mar 25 at 12  
Thunder, Edward, Margate, Kent, Builder. Mot Feb 14. Furley.  
Canterbury, Mar 25 at 2  
Watson, John Abraham, Carlisle, Hosier. Pet Mar 12. Halton.  
Carlisle, Mar 23 at 3

## BANKRUPTCIES ANNULLED.

FRIDAY, Mar. 11, 1881.

Wood, Edmund George Powys, Harcourt ter, Redcliffe sq, Retired  
Lieutenant. Dec 31

## Liquidations by Arrangement.

## FIRST MEETINGS OF CREDITORS.

FRIDAY, March 11, 1881.

Alexander, Alfred, Bradford-on-Avon, Woollen Cloth Dealer.  
March 24 at 12 at offices of Jones, Silver st, Trowbridge  
Allwright, James Owen, Knight Rider st, Doctor's commons, Green-  
grocer. March 19 at 2 at offices of Mitchell, Theobalds rd, Gray's  
inn. Hope, Bell yd, Fleet st  
Anton, William, Ripon, York, Horse Dealer. March 25 at 12 at  
offices of Coppin and Whitham, Market pl, Ripon  
Ashworth, William, Whitelessy, Cambridge, Carpenter. March 25  
at 12 at offices of Graves and Reeves, High canaway, Whittle-  
sey  
Aves, William Clarke, Poplar High st, Licensed Victualler.  
March 22 at 12 at offices of Flavell and Bowman, Bedford row  
Barnes, George, jun, and Thomas Barnes, Manchester, Corn Millers  
March 24 at 3 at Mitre Hotel, Cathedral gates, Manchester. Whal-  
ley, Accrington  
Barton, Thomas, and Adam Ferguson, Manchester, Yarn Agents.  
March 24 at 11 at offices of Nadin, King st, Manchester  
Batty, John, Manchester, Baker. March 23 at 11 at 40, Hanging  
ditch, Manchester. Stevenson, Manchester  
Beaumont, Alfred, Honley, near Huddersfield, Woollen Manufac-  
turer. March 24 at 3 at George Hotel, Huddersfield. Laycock and Co,  
Huddersfield  
Beck, Edwin, Wolverhampton, Baker. March 21 at 12 at Star and  
Garter Royal Hotel, Victoria st, Wolverhampton. Corbett, Wor-  
cester  
Beeson, Charles Edward, Leicester, Hackmanster. March 23 at 3 at  
offices of Hincks, Bowling Green st, Leicester  
Bentley, William, Manchester, Draper. March 23 at 3 at 40, South  
King st, Manchester  
Billrough, Matthew Jennings, Sutton, nr Doncaster, Farmer.  
March 20 at 2 at Railway Hotel, Knottingley. Rhodes, Sher-  
burn  
Blair, Samuel, and Edward Birks, Leighton Buzzard, Bedford,  
Manufacturers of appliances for rearing poultry. March 6 at 3  
at Swan Hotel, Leighton Buzzard. Willis, Leighton Buzzard  
Blakelock, Robert, Benjamin Blakelock, and Henry Blakelock,  
Liversedge, York, Flannel Manufacturers. March 20 at 3 at  
Black Bull Hotel, Mirfield. Curry, Cleckheaton

Bridport, William, Nursling, Southampton, Castle Salesman.  
March 23 at 1 at offices of Lamport, 14, Portland st, South-  
ampton  
Brown, Ambrose, Strand, Tailor. March 31 at 3 at offices of Yew-  
dall and Son, Henrietta st, Covent-garden  
Buttrick, Arthur Belton, Sowerby-bridge, York, Hay Dealer.  
March 24 at 3 at offices of Rhode, Townhall-chambers Sowerby-  
bridge  
Chapman, George, Filey, York, Farmer. March 24 at 12 at Gros-  
venor Hotel, Newborough. Teale, Middlesbrough  
Clarke, William Long Slade, Southampton, Carver and Gilder.  
March 23 at 3 at offices of Pearce and Co, Lansdowne House,  
Castle lane, Southampton  
Clarke, Joseph William, Manchester, Tobacconist. March 23 at 3  
at offices of Lees and Graham, King st, Manchester. McEwen,  
Manchester  
Cochran, John, Mildenhall, Suffolk, Ironmonger. March 31 at 12 at  
the Guildhall, Bury St Edmunds. Salmon and Son, Bury St Ed-  
munds  
Cocks, George, Stratford rd, Cromwell rd, Fishmonger. March 23  
at 12 at offices of Smyth, St Martin's-lane, Charing Cross  
Cole, Henry, Wakefield, Boot and Shoe Dealer and Draper.  
March 25 at 12 at Royal Hotel, Wood st, Wakefield. Shaw, Dew-  
bury  
Cooke, John, Woolwich, Butcher. March 22 at 11 at 16, Church st,  
Woolwich. Ward, Chancery lane  
Cookson, William, Walton nr Liverpool, Grocer. March 24 at 3 at  
offices of Lynch and Teabay, Castle st, Liverpool  
Cork, George, Abbotsham, Devon, Farmer. March 23 at 12 at  
offices of Thorne, Castle st, Barnstaple  
Cox, Edmund, Southsea, Hants, French Polisher. March 26 at 2  
at 145 Cheapside. Walker and Wainscott, Landport  
Cox, George, Cubberley, Gloucester, Miller. March 26 at 11 at office  
of Heath, Regent st, Cheltenham  
Cresswell, George, Ripley, Derby, Grocer. April 4 at 3 at Market  
House, Market pl, Ripley. Cursham, Ripley  
Crow, Jabez, George Crow, Robert Woolley and Thomas Pinder,  
Mansfield, Nottingham, Hosiers. March 23 at 12 at George Hotel  
Nottingham, Bryan, Mansfield  
Davies, David, Kidwelly, Carmarthen, Boot Dealer. March 26 at  
2.30 at offices of Harvey and Co, Fisher st, Swansea. Morris,  
Carmarthen  
Davies, Thomas Philip, Treorri, Glamorgan, Tailor. March 24 at  
12 at offices of Robert Lewis, Gt. Beland rd, Mertry Tyddil  
Dinham, William Thomas, St George, Gloucester, Grocer. March 23  
at 11 at offices of Ward, Albion chambers, Bristol  
Duffin, Robert, Selby, York, Potato Merchant. March 23 at 11  
at the Old Swan Inn, Selby. Bantoft and Son, Selby  
Dumble, Edwin, Bristol, Saddler. March 23 at 12 at offices of Essery  
Nicholas st, Bristol  
Dunn, Robert, North Shields, out of business. March 24 at 11 at  
offices of Clark, Union chmbrs, Grainger st West, Newcastle-upon-  
Tyne  
Eade, Alfred, jun, Buxted, Sussex, Smith. March 26 at 11 at offices  
of Nye, Duke st, Brighton  
Eddison, James, Hunslet, nr Leeds, Butcher. March 22 at 3 at offices  
of Lodge and Rhodes, Park row, Leeds  
Edwards, Alfred, Moss Side, Manchester, Commercial Clerk.  
March 30 at 3 at offices of Smiah and Boyes, Brazenose st, Man-  
chester  
Elliott, Mark Napoleon, Trafalgar st, Lower Broughton, Oil Mer-  
chant. March 30 at 3 at offices of Nuttall and Son, John Dalton st,  
Manchester  
Finbow, George Robert, Bacton, Suffolk, Wheelwright. March 31  
at 11 at offices of Fox, Ipswich st, Stowmarket. Gudgeon  
Gale, Albert Michael, Calne, Wilt, Farmer. March 25 at 12 at offices  
of Phillips and Son, Market pl, Chippenham  
Gibson, William, Knaresborough, York, Innkeeper. March 23 at  
12 at the People's Hotel, Harrogate. Kirby and Son, Knares-  
borough  
Greenwood, William, Salford, Lancaster, Furniture Dealer. Mar 24  
at 3 at offices of Lees and Graham, King st, Moncheater. Mallin-  
son, Manchester  
Griffiths, Griffith, Llanengan, Carmarvon, Joiner. March 25 at 1.15  
at Castle Hotel, Bangor. Breeze and Co, Pwllheli  
Grose, John, Devonport, Boot Dealer. March 23 at 3 at offices of  
Stanbury, Princess sq, Plymouth  
Hall, John, Welbourn, Lincoln, Farmer. March 23 at 11 at offices  
of Tweed and Co, Saltersgate, Lincoln  
Hankin, John, Izeo Blundell, nr Crosby, Lancaster, Wheelwright.  
March 28 at 3 at offices of Sheen, North John st, Liverpool.  
Fowler, Liverpool  
Harris, William, Dowlais, Merthyr Tydfil, Draper. March 18 at 1 at  
offices of Hudson and Co, the Exchange, Bristol, in lieu of the place  
originally named  
Hart, Thomas Piper, Stoney lane, Tooly st, Licensed Victualler.  
March 30 at 3 at Mason's Tavern, Masons' avenue, Basinghall st.  
Brown, Basinghall st  
Harvey, George, Chenies news, Bedford sq, Carman. March 19 at  
offices of Evans and Peacock, John st, Bedford row  
Hewitt, John, Whitwood, nr Normanton, York, Farmer. March 23  
at 11 at Midland Hotel, Normanton. Wainwright and Masco,  
Wakefield  
Hicking, Edward, Loscoe, Derby, Beerhouse Keeper. March 26 at 11  
at offices of Heath, Amen alley, Derby  
Hill, Uriah Stacey, Bishop's Lydeard, nr Taunton, Somerset, Car-  
penter. March 21 at 12 at offices of Foster and Easton, Cheapside,  
Taunton  
Hitchcock, James Breach, South Wrexall, Bradford-on-Avon, Wilt,  
Farmer. March 33 at 11 at Christopher Hotel, Market pl, Bath.  
Bartrum and Bartlett, Bath  
Hutchinson, James, Mitton, Cumberland, Painter. March 33 at 10  
at Shaw's King's Head Hotel, Broughton-in-Furness. Dickson,  
Broughton-in-Furness  
Incecomb, Harry, Mitcham, Grocer. March 28 at 2 at offices of  
Hogan and Hughes, Martin's lane, Cannon st  
James, George, Bromyard, Hereford, Bricklayer. March 33 at 3 at  
offices of Cave, Bromyard

- James, Thomas, Britonferry, Glamorgan, Grocer. March 22 at 11 at offices of Davies, Alma pl, Nenth
- Kerr, James, Whitehaven, Cumberland, Grocer. March 23 at 11.30 at offices of Mason, Duke st, Whitehaven
- Kershaw, Aquila, Warley, nr Halifax, Contractor. March 23 at 11 at offices of Rhodes, Horton st, Halifax
- Kettle Jagers, Kersey, Suffolk, Grocer. March 20 at 10.30 at offices of Goody and Son, North hill, Colchester
- Kirk, John, Kingston-upon-Hull, Cab Proprietor. March 22 at 3 at offices of Pickering, Parliament st, Kingston-upon-Hull. Woodhouse, Kingston-upon-Hull
- Kirkpatrick, James, Wolverhampton, Licensed Victualler. March 23 at 11 at offices of Gatis, King st, Wolverhampton
- Kitching, William Henry, Kingston-upon-Hull, Brush Manufacturer. March 24 at 2.30 at offices of Pickering, Parliament st, Kingston-upon-Hull. England and Co, Kingston-upon-Hull
- Knight, Thomas, Uxtry, Radnor, Farmer. March 22 at 2.30 at office of Corner, High Town, Hereford
- Langford, Henry, Whitechapel rd, Harness Maker. March 23 at 3 at offices of Parish and Co, Great Winchester st
- Lees, George, Newark-upon-Trent, Nottingham, Beeshouse Keeper. March 24 at 3 at offices of Footitt, Market pl, Newark-upon-Trent
- Lerrey, Thomas, Croydon, Surrey, Schoolmaster. March 20 at 3 at Wellesley Court, Wellesley rd, Croydon. Hughes, St Benet's pl, Gracechurch st
- Lewis, William Price, Rhydylen, Radnor, Farmer. March 29 at 12 at Norton Arms Hotel, Knighton. Green
- Liddell, George Allison, Reddington, Northumberland, Grocer. March 23 at 12 at offices of Wawn and Smith, King's st, South Shields
- Logan, James, Chorlton-upon-Medlock, Manchester, Commercial Traveller. March 24 at 2 at Falstaff Hotel, Market pl, Manchester. Tremewen, Manchester
- Love, William Thomas, and Oswald Lowe, Sheffield, Builders. March 23 at 11 at Law Society, Aldine ct, High st, Sheffield. Wake and Co, Sheffield
- Maddocks, Elizabeth, Hale st, East Peckham, Spinster. March 24 at 12 at offices of Monckton and Co, King st, Maidstone
- Manship, Daniel, Winterton, Norfolk, Farmer. March 23 at 12 at offices of Burton and Son, King st, Great Yarmouth
- Maves, Charles, Mendham, Norfolk, Farmer. March 18 at 1.30 at Swan Hotel, Harleston. Stanley, Norwich
- Mealing, Albert Edwin, High Wycombe, Buckingham, Chair Manufacturer. March 26 at 11 at White Hart Hotel, High Wycombe. Clarke, High Wycombe
- Millington, Thomas, Wolverhampton, Baker. March 24 at 2 at offices of Stratton, Queen st, Wolverhampton
- Mitchell, Henry, Blackburn, Lancaster, Stone Mason. March 22 at 3 at offices of Withers, Tackett st, Blackburn
- Moat, George, Kingston-upon-Hull, Coal Merchant. March 24 at 11 at offices of Bross, Parliament st, Kingston-upon-Hull
- Moffatt, Martin, Bishopwearmouth, Durham, Ale Merchant. March 23 at 3.30 at offices of Pinkney, John st, Sunderland
- Moore, Robinson, Sheffield, Manufacturer of Fancy Goods. March 24 at 3 at offices of Branson and Co, Bank bldgs, Bank st, Sheffield
- Morris, Joseph and William Beggott, Long Eaton, Derby, Brick-makers. March 31 at 11 at offices of Black, Low-pavement, Nottingham
- Mortimer, Thomas, Liversedge, York, Innkeeper. March 24 at 11 at offices of Curry, Cleckheaton
- Nevison, John, Bishop Auckland, Grocer. March 23 at 11 at offices of Proud, Market pl, Bishop Auckland
- Newis, James and Thomas Newis, Stockton-on-Tees, China Dealer. March 19 at 11 at Inns of Court Hotel, Holborn. Draper, Stockton-on-Tees
- Nichols, James Charles, Hanley, Stafford, Cattle Spice Manufacturer. March 22 at 3 at offices of Turner, Newcastle-under-Lyne
- Pane, Henry, Birmingham, Boot and Shoe Factor. March 24 at 11 at Victoria bldg, Temple row, Birmingham. Turner
- Parker, George, Manchester, Corset Manufacturer. April 4 at 3 at 8, York st, Manchester
- Patching, William, Calverton, Nottingham, Wheelwright. March 26 at 12 at offices of Williams the younger, Clinton st, Nottingham
- Pearman, Frederick, Daviessville terrace, Starch Green rd, Dairyman. March 22 at 2 at offices of Harrison, Pancras lane
- Peirval, Benjamin, Mumps Oldham, Lancashire, Beer Seller. March 30 at 2 at offices of Whitaker, St Peter st, Oldham
- Perry, William, Wollaston, Worcester, out of business. March 22 at 11 at offices of Wall, High st, Stourbridge
- Phiazckles, Joseph, Ulverston, Lancashire, Draper. March 23 at 11 at the Temperance Hall, Ulverston. Pearson, Ulverston
- Pitt, Joseph, North Petherton, Somerset, Grocer. March 30 at 12 at offices of Reed and Cook, King sq, Bridgwater
- Pringle, James, William Sloman Pringle, and John Corbett, Veterinary Surgeons, Newcastle-upon-Tyne. March 18 at 2 at offices of Macdonald, Mosley st, Newcastle-upon-Tyne
- Pugh, William, Broseley, Shropshire, Grinder. March 26 at 3 at the New Inn, Benthall, nr Broseley. Kenyon, Ironbridge
- Thompson, Walter Rawsthorne, and Joseph Henry Thompson, Dewsbury, York, Stone Merchants. March 18 at 3 at the White Swan Hotel, Halifax. Stapleton
- Newton, Eliza Raynor, and Robert Newton, Nottingham, Plasterers. March 30 at 3 at the Assembly Rooms, Low pavement, Nottingham. Wyles, Nottingham
- Reynolds, Stephen John, Knighton, Radnor, Draper. March 23 at 2.30 at the Feathers Hotel, Ludlow. Wallis, Hereford
- Richards, Thomas, Shirley, Horse Dealer. March 19 at 11 at offices of Guy, Albion terrace, Southampton
- Ridgway, William, Winslow, Buckingham, Butcher. March 22 at 12 at the Park Hotel, Bletchley. Wells, St Albans
- Riley, George, Bradford, York, Printer. March 25 at 11 at offices of Moore, Albion chmbs, Husterigate, Bradford
- rimington, Joseph Hugh, Kingston-upon-Hull, Grocer. March 25 at 12 at offices of Barker, Temple bldgs, Bowllalley lane, Kingston-upon-Hull
- Robinson, Thomas, Nottingham, out of business. April 4 at 11 at offices of Fraser, Wheeler gate, Nottingham
- Rosenthal, Paul, Lenton, Nottingham, Tailor. March 24 at 12 at offices of Wyles, Low pavement, Nottingham
- Schofield, Joseph, Saddleworth, York, Licensed Victualler. March 23 at 3 at offices of Bradbury, Booth chmbs, Booth st, Ashton-under-Lyne
- Scolley, Edward, Batley, York, Wine Merchant. March 25 at 2 at George Hotel, Wellington st, Batley. Watts and Son, Dewsbury
- Serace, Edward, Surrey square, Old Kent road, Silk Merchant. March 24 at 2 at 58, Chancery lane, Mortimore, Frederick st, Grays inn rd
- Smith, Ephraim, Chatham, Pensioner. March 22 at 11 at offices of Norman, High st, Chatham
- Smith, George, and Henry Bull, Derby, Builders. March 23 at 3 at offices of Hextall, Full st, Derby
- Solomon, Joseph, Swanes, Provision Merchant. March 18 at 3 at offices of Stevens, Castle bldgs, Wind st, Swanes
- Spence, William, Ashton-upon-Mersey, Chester, Stonemason. March 24 at 3 at offices of Fildwell, Brzenosse st, Manchester
- Stephenson, George, Sharlston, near Wakefield, Grocer. March 25 at 10.30 at Royal Hotel, Wood st, Wakefield, Allison Shaw, Dewsbury
- Taylor, Joseph, Goswell rd, Importers. March 31 at 3 at offices of Brighton and Co, Bishopsgate st Without
- Taylor, Thomas, Higher Ince, Lancaster, General Dealer. March 23 at 11 at offices of Wilson, King st, Wigan
- Thomas, James, Stalbridge, Dorset, Boot and Shoe Maker. March 24 at 11 at offices of Wincanton
- Thompson, John, Hawbury, York, Farmer. March 23 at 3 at offices of West, Thirsk
- Thompson, Thomas Burnell, Brotton, York, Tinsmith. March 24 at 11 at offices of Robson, Linthorpe rd, Middlesborough
- Thorn, Alfred, Holcombe Rogus, Devon, Saddler. March 31 at 12 at a Vintage rooms, Fore st, Wellington. Bond, Writlington
- Tregalby's Hotel, Plymouth, Devon, Tailor. March 23 at 11 at offices of Standish, Princess sq, Plymouth
- Tubby, James, Walthamstow, Essex, Builder. March 31 at 3 at offices of Houghtons and Byfield, Gracechurch st
- Turner, Daniel, Lowestoft, Suffolk, Mineral Water Manufacturer. March 28 at 12 at 148, High st, Lowestoft
- Turner, William Bushy, Bristol, Tailor. March 28 at 12 at offices of Evans, Exchange bldgs East, Bristol
- Tyers, Thomas, Leeds, Iron Merchant. March 24 at 3 at offices of Tennant and Barrett, Albion st, Leeds
- Vigers, John, Hanley, Stafford, Grocer. March 24 at 12 at offices of Paddock and Son, Old Hall st, Hanley
- Waddington, Nathan, Halton, nr Leeds, Carter. March 22 at 3 at offices of Pullan, Albion st, Leeds
- Warburton, John, Bradford, York, Beerhouse Keeper. March 23 at 10.30 at offices of Hutchinson and Son, Piccadilly chambers, Piccadilly, Bradford
- Watts, Charles, Birmingham, out of business. March 23 at 3 at offices of Fallows, Cherry st, Birmingham
- Watts, William, East Knoyle, Wiltshire, Butcher. March 29 at 2 at Worthy's Hotel, Templecombe, Avkington, Blandford
- Wheat, John, Benwick, Cambridge, Farmer. March 23 at 3 at offices of Richardson, Chatteris
- Wickins, Frederick, Northampton, Grocer. March 22 at 3 at offices of Andrew, Market sq, Northampton
- Wilson, Thomas Davis, Wednesbury, Stafford, Coal Merchant. March 26 at 11 at offices of Topham, High st, West Bromwich
- Wood, William Turnbull, Blyth, Northumberland, Grocer. March 21 at 11 offices of Bush and Wilson, Nicholas buildings, Newcastle on Tyne
- Wright, William, Ryhall, Rutland, Farmer. March 25 at 10 at offices of Telford, St Mary's pl, Stamford
- Wylie, Thomas, Sutton, York, Blacksmith. March 21 at 3 at offices of Woodhouse, Parliament st, Kingston upon Hull

TUESDAY, March 15, 1881.

- Adams, Philip Henry, Newsham Park, nr Liverpool, Corn Broker's Clerk. April 4 at 11 at offices of Eley, Lord st, Liverpool
- Alnatt, Sarah, Sotwell, Berks, Farmer. April 6 at 12.30 at Eight Bells Inn, St Martin's st, Wallingford
- Appleton, William, Bradford, York, Fruiterer. March 23 at 12 at offices of Berry and Robinson, Charles st, Bradford
- Archer, William, Wotton Park, Durham, Innkeeper. March 23 at 11 at offices of Proud, Market pl, Bishop Auckland
- Armstrong, William, Leek, Stafford, Clogger. March 23 at 2 at offices of Floor, Stockwell st, Leek. Redfern, Leek
- Ashwood, George, Burnley, Lancaster, Joiner. March 31 at 2 at Bull Hotel, Burnley. Charnley and Finch, Preston
- Ball, Rosewell Hayworth, Thomas st, Kennington Park, Credit Draper. April 5 at 3 at offices of Bolton, Gresham buildings, Guildhall
- Berclay, Frederick Kett, and Joseph Wace Gray, Idol lane, Rice Merchants. March 30 at 1 at offices of Spain and Co, Gresham bldgs, Basinghall st. Marson and Dudley, Southwark bldg rd
- Barrett, George Henry, sen., Mann st, Pembroke, Contractor. March 23 at 11 at offices of Hulme, Main st, Fombroke
- Bate, Henry, Stoke-upon-Trent, Sewing Machine Dealer. March 29 at 11 at offices of Wilson, Liverpool rd, Stoke-upon-Trent
- Batt, Richard, Milmthorpe, Westmoreland, Paper Manufacturer. April 1 at 10.30 at Station Hotel, Carnforth. Moser and Sons, Kendal
- Beard, Charles, Pendleton, Lancaster, Grocer. March 27 at 3 at the Dog and Partridge Hotel, Fennell st, Manchester. Haslam, Manchester
- Blackham, William Phillip, Fenwick rd, Pockham, Builder. March 26 at 12 at offices of Behrend, Backersbury
- Bohly, Charles, Fredericks, Soham, Cambridge, Nurseryman. March 29 at 10.30 at the White Hart Inn, Soham. Addison, Ely
- Bott, John Maling, and John Bott, Birmingham, Wire Workers. March 25 at 12 at offices of Hodgson and Haigh, Waterloo st, Birmingham
- Bourne, Joseph James, Upton St Leonards, near Gloucester, Stone Mason. April 4 at 12.30 at offices of Montagu and Co, Gray's inn square



Bowen, Thomas Hughes, Llanelly, Carmarthen, Draper. March 29 at 12 at 145, Cheapside. Bannister, Basinghall st.  
 Bradbrook, Albert, Ardleigh Essex, Farmer. March 23 at 3 at offices of Goody and Son, North hill, Colchester  
 Bradley, John, Birmingham, Engineer. March 24 at 3 at offices of Parry, Colmore row, Birmingham  
 Brindley, John, Burslem, Stafford, Builder. March 28 at 13 at Waterloo Hotel, Manchester. Julian, Burslem  
 Brooks, Thomas Samuel, and Arthur George Clarke, Leicester, Boot Manufacturers. March 30 at 3 at offices of Wright, Belvoir st, Leicester  
 Bugden, James, Ramsgate, Kent, Beer Retailer. April 2 at 12.20 at Forester's Hall, High st, Canterbury. Fowler and Co, Borough High st  
 Canvin, Thomas, Pattishall, Northampton, Innkeeper. March 29 at 3 at offices of Becke, Derngate, Northampton  
 Champion, John, Westleigh, Devon, General Dealer. March 30 at 12 at offices of Smaile, Bath House, Bideford  
 Coleby, John Thomas, Bath, Confectioner. March 25 at 12 at offices of Simmons and Co, Edgar buildings, Bath  
 Collier, Linko, Hoyland, nr Barnsley, York, Miner. March 29 at 2 at offices of Gray, Eastgate, Barnsley  
 Corbett, Stephen, Leeds, Tobacconist. March 15 at 1.30 at offices of Bond and Barwick, Albion pl, Leeds  
 Corbin, Thomas, Derby, Engineer. April 5 at 3 at Midland Hotel, Derby. Moody, Derby  
 Coverdale, Samuel, Grainsby, Lincoln, Farmer. March 25 at 11 at offices of Grange and Winttingham, St Mary's chambers, West St Mary's gate, Great Grimsby  
 Coxon, Edward, Kimberley, Nottingham, Builder. April 4 at 11 at offices of Carter, Eldon chambers, Wheelersgate, Nottingham  
 Dale, Edwin Lewis, Little Leigh, Chester, Innkeeper. April 6 at 3 at offices of Moore and Son, Upper Bank st, Warrington  
 Disbrey, Charles, Melbourn, Cambridge, Cattle Dealer. March 30 at 11.30 at Bull Hotel, High st, Royston. Nash, Royston  
 Dixon, Edward Wilson, Liverpool, Iron Roof Manufacturer. March 28 at 3 at offices of Quelch, Hatton garden, Liverpool  
 Easthope, Frank Wilmot Homer, Batledown, Charlton Kings, Gloucester, Market Gardener. April 4 at 11 at offices of Clark, Regent st, Cheltenham  
 Eastwood, George Thomas, Woolmore st, Burdett rd, House Decorator. March 23 at 3 at 148, Cheapside. Morley, Cheapside  
 Evans, George Henry, Poland st, Oxford st, Coffee house Keeper. March 23 at 2 at 191, Fleet st. Fisher, Finsbury pavement  
 Exton, William, Narborough, Leicester, Farmer. March 28 at 12 at offices of Fowler and Co, Grey Friar chbys, Friar lane, Leicester  
 Farrell, Matthew, Darlington, Durham, Toy Merchant. March 25 at 11 at Mitre Hotel, Cathedral gates, Manchester. Wooler, Darlington  
 Faulkner, George, Benniworth, Lincoln, Blacksmith. March 29 at 3 at offices of Falkner and Owen, Eastgate, Louth  
 Fisher, Thomas William, jun, Sheerness, out of business. March 26 at 12.30 at Britannia Hotel, Sheerness. Stallion, Sheerness  
 Fox, John, sen, Whissonsett, Norfolk, Blacksmith. March 30 at 3 at offices of Sadd and Liny, Theatre st, Norwich  
 Gibson, Christopher John, Penn rd, Holloway, Clerk to Limited Company. March 30 at 3 at offices of Owles, Chancery lane  
 Goss, William, Swaffham, Norfolk, Stonemason. March 30 at 11 at offices of Palmer, Swaffham  
 Green, Frederick, Birmingham, Grocer. March 25 at 3 at offices of Fallows, Cherry st, Birmingham  
 Grove, Thomas, Bishopsgate st Without, Wine Merchant. [April 6 at 3 at offices of Norton and Co, Billiter House, Billiter st. Nye and Greenwood, Serjeants' inn, Fleet st.  
 Hammond, Henry, Southampton, Brickmaker. April 4 at 3 at Star Hotel, High st, Southampton. Shenton, Winchester  
 Hanchett, William John Henry, Saddlery, York, Solicitor. March 31 at 4 at Mechanics' Institute, Upper Mill, Saddlery. Armitage, Huddersfield  
 Harrison, William Henry, Cleckheaton, York, Tailor. March 25 at 12 at Wellington Hotel, Nicholascroft, Manchester. Clough  
 Hart, Ellis, Essex rd, Islington, Fruiterer's Assistant. March 22 at 11 at offices of Sydney, Queen st  
 Heasman, Thomas, Gt Suffolk st, Borough, Carpenter. April 9 at 12 at offices of Foreman and Co, Greenham st. Easton, Clifford's inn  
 Hedley, George Sedgewick, Hartlepool, Durham, Boot Dealer. March 30 at 3 at offices of Edger, Town Wall, Hartlepool  
 Hicks, George, Birmingham, Fishmonger. March 24 at 3 at offices of East, Temple st, Birmingham  
 Hill, Abraham, Willenhall, Stafford, Colliery Proprietor. April 4 at 3 at offices of Shelton and Co, Queen st, Wolverhampton  
 Hodgson, Haggis, and William Haggis, Halifax, Worsted Spinners. April 5 at 11 at offices of Foster and Co, Townhall chambers, Halifax  
 Howell, Richard Thomas, Shrewsbury, Tailor. March 28 at 3 at offices of Clarke and Son, Swan hill, Shrewsbury  
 Hulce, Thomas, Macclesfield, Chester, Fruiterer. March 28 at 3 at offices of May, Churchside, Macclesfield  
 Humphries, James, Lavender rd, Clapham Junction, Coal Merchant. March 31 at 12 at offices of Jones, High st, Wandsworth  
 Hutchinson, James, Leeds, York, Coal Agent. March 25 at 3 at offices of Wells, Cookridge st, Leeds  
 Ibbotson, John, Rawcliffe bridge, York, Farmer. March 25 at 3 at the Down's Arms, Smith. Kaberry, Pontefract  
 Jackson, Vincent William, North Ormesby, York, Chemist. March 25 at 3 at offices of Bainbridge and Barnley, Albert rd, Middlesbrough  
 Jay, Samuel Arthur, Robinson rd, Victoria pk, Government Clerk. March 23 at 3 at offices of Cannon, King st, Cheapside  
 Jones, Henry, Weston-super-Mare, Boot and Shoe Maker. March 26 at 11 at offices of Parsons, High st, Bristol. Smith, Weston-super-Mare  
 King, Harry, Ipswich, Journeyman Watchmaker. March 30 at 11 at 4, Princes st, Ipswich. Birkett and Bantoft, Ipswich  
 Knight, James, Hockley, Birmingham, out of business. March 25 at 12 at offices of Cottrell and Son, Temple row, Birmingham  
 Lapham, Sydney Charles, Bristol, Publican. March 21 at 11 at offices of Nurse, Corn st, Bristol

Lawrence, Edward Wheeler, Liverpool, Auctioneer. March 29 at 3 at offices of Jones and Price, North John st, Liverpool  
 Lewis, David, Llanelly, Carmarthen, Licensed Victualler. March 25 at 11 at offices of Howell, Stepuoy st, Llanelly  
 Lucas, Walter, Bury, Lancaster, Felt Hat Manufacturer. March 29 at 3 at the Waterloo Hotel, Piccadilly, Manchester. Grundy, Bury  
 Madle, William John, Old Ford rd, Cab Proprietor. March 22 at 12 at the Unicorn Tavern, Vivian rd, Old Ford. Hicks, Grove rd, Victoria pk  
 Manning, Job Joseph, Birmingham, Licensed Victualler. March 25 at 3 at offices of Plant, Cannon st, Birmingham  
 Massey, Charles, Wandsworth rd, Builder. March 24 at 2 at offices of Rogers and Co, Westminster chmbrs, Victoria st  
 Maslin, George William, Oxford, Publican. March 31 at 10 at offices of Druce, High st, Oxford  
 McDonough, Patrick Fred, Bradford, York, Beer Retailer. March 21 at 3 at offices of Shaw, Booth st, Bradford  
 Mellors, William, Eastwood, Nottingham, Fruiterer. March 29 at 12 at offices of Travell, Victoria st, Nottingham  
 Millett, Charles Frederick, Croydon, Surrey, Clothier. March 31 at 1 at the Greyhound Hotel, Croydon. Parry, Croydon  
 Mithinson, Thomas, Brampton, Cumberland, Saddler. March 31 at 3 at offices of Carriek and Co, Brampton  
 Mollart, James, Tunstall, Stafford, Potter. March 30 at 11 at offices of Booth, Woodland st, Tunstall  
 Moore, Samuel, Lionel Terrace, Stratford. March 29 at 4 at offices of Hanson, King st, Cheapside. Wetherfield, Queen st, Cheapside  
 Morleo, Oreste, Bute Docks, Cardiff, Ship Chandler. March 31 at 12 at offices of Tribe and Co, Bristol. Stephens, Cardiff  
 Morton, George, Longton, Stafford, Plumber. March 28 at 11 at 7, Normans rd, Longton. Adderly and Maricott  
 Paddock, Edward, Bootle, Lancaster, Carriage Builder. March 29 at 3 at offices of Yates and Co, Water st, Liverpool  
 Pane, Alfred, Birmingham, Factor. March 29 at 12 at offices of Smith, Ann st, Birmingham  
 Peach, George, Stone, Stafford, Boot and Shoe Manufacturer. March 30 at 11.30 at offices of Holtham, Bank passage, Stafford  
 Percy, Gilbert, Gateshead, Durham, Furniture Dealer. March 25 at 3 at offices of Stanford, Collingwood st, Newcastle-upon-Tyne  
 Place, William, Filkington, Lancaster, Licensed Victualler. March 28 at 3 at offices of Anderson and Donnelly, Garden st, Bury  
 Redfern, James, Batley, York, Cowkeeper. March 25 at 10.30 at offices of Booth and Son, Hanover st, Batley. Watts and Sons, Dewsbury  
 Riley, James, Wigan, Lancaster, Joiner. March 28 at 11 at offices of Wilson, King st, Wigan  
 Riley, John, Leicester, Wholesale Stationer. March 28 at 3 at offices of Belk, Middle pavement, Nottingham  
 Roberts, William, Much Wenlock, Salop, Licensed Victualler. March 29 at 12 at offices of Knowles, Church st, Wellington  
 Robinson, Thomas, Marwood, nr Barnard Castle, Durham, Farmer. March 28 at 11.30 at offices of Edgar, Silver st, Bishop Auckland  
 Robson, John Brigham, Thwing, nr Ganton, York, Farmer. March 28 at 2.30 at offices of Pickering, Parliament st, Kingston-upon-Hull. Reed and Winter, Hull  
 Sayers, William Patiget, Hartlepool, Durham, Labourer. March 29 at 3 at offices of Todd and Harrison, Town Wall, Hartlepool  
 Schofield, Albert, Mirfield, York, Coal Dealer. March 30 at 3 at offices of Wilson, Exchange blgds, Mirfield  
 Scott, William, Gloucester, Blacksmith. March 25 at 4 at offices of Goldring, Cinderford  
 Sewell, Chester, Kelsale, Suffolk, Farmer. April 4 at 2 at the White Hart Inn, Saxmundham. Pollard, Ipswich  
 Sharp, Daniel, William Sharp, and John Sharp, Bradford, Worsted Spinners and Staff Manufacturers. March 24 at 11 at offices of Berry and Robinson, Charles st, Bradford  
 Sharpe, Samuel, Grimstone, Leicester, Farmer. March 29 at 11 at the George Hotel, Melton Mowbray. Goode, Loughborough  
 Shaw, John, Halifax, York, Baker. March 28 at 11 at offices of Leeming, Westgate, Halifax  
 Smith, Alfred William, Liverpool, Team Owner. March 29 at 3 at offices of Stephens a d Danger, Orange court, Castle st, Liverpool  
 Smith, George Henry, Liverpool, Pork Butcher. March 29 at 12 at offices of Paynter, South Castle st, Liverpool  
 Smith, Jabez, New Thornton Heath, Surrey, Grocer. March 25 at 12 at offices of Brown and Sons, Finsbury pavement  
 Sulham, Frederick, London rd, Enfield, Boot and Shoe Factor. March 25 at 2 at offices of Steadman and Co, Southampton st, Strand  
 Swinden, George, Tadcaster, York, Market Gardener. March 29 at 3 at offices of Pickering, South parade, Leeds  
 Sykes, John Robert, Doncaster, York, Locomotive Engine Cleaner April 1 at 1 at the Imperial Hotel, Kingston-upon-Hull. Rhodes, Market Basin  
 Tarrant, Harry, Bury St Edmunds, Commercial Traveller. March 28 at 12 at offices of Gross, Crown st, Bury St Edmunds  
 Taylor, Edward, Dover, Kent, Tailor. March 30 at 3 at 111, Cheapside. Wright, Walbrook  
 Thompson, Francis, jun, Sheffield, Tea Merchant. March 25 at 3 at offices of Binney and Co, Queen st chmbrs, Sheffield  
 Thompson, James, and Frederick Thompson, Bradford, York, Slaters. March 29 at 2 at offices of Moore, Albion chambers, Hustlergate, Bradford  
 Thorpe, William, Methwold, Norfolk, Grocer. March 29 at 12 at offices of Coates and Co, Bank plain, Norwich  
 Turner, Edward Thomas, Cobridge, Stafford, Postmaster. March 26 at 11 at offices of Alcock, Newcastle st, Burslem  
 Underwood, John, Cremer, Southend, Essex, Hayman and Corp Dealer. March 29 at 1 at the London Tavern, High st, Southend. Wood and Son, Rochford  
 Voisey, Richard, Southend, Essex, Cabinet Maker. April 2 at 11 at the Masons' Hall Tavern, Masons' avenue, Basinghall st. Gregory, Cannon st  
 Walsh, Oliver Silvester, Wolverhampton, Tinplate Worker. April 1 at 3 at the Star and Garter Hotel, Victoria st, Wolverhampton. Umbers, Wolverhampton

Ward, John, Dawley, Salop, Chartermaster. March 31 at 3 at offices of Young, Market st, Wellington. Phillips and Co, Shifnal  
 Wear, John Bolton, Bradford, York, Painter. March 25 at 3 at offices of Greaves and Taylor, Chesapeake, Bradford  
 Welch, Henry, Nantwich, Chester, Coach Builder. March 29 at 2 at offices of Lisle, Nantwich  
 White, John, Everton, Lancaster, Estate Agent. March 28 at 2 at offices of Forshaw and Hawkins, Harrington st, Liverpool  
 Whitethread, John, East Keel, Lincoln, Blacksmith. March 28 at 3 at offices of Hammond, Spilsby  
 Wright, William, Rothwell, York, Wheelwright. March 28 at 3 at offices of Tennant and Barret, Albion st, Leeds  
 Yates, James, Eaton, nr Congleton, Farmer. March 28 at 11 at offices of Cooper, Park st, Congleton

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